

TERADATA VANTAGE TRIAL USER AGREEMENT

SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THIS DOCUMENT, INCLUDING ANY EXHIBITS OR DOCUMENTS REFERENCED IN IT, IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU AND THE APPLICABLE TERADATA ENTITY STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF TERADATA VANTAGE TRIAL (“VANTAGE TRIAL”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “USER,” “YOU,” AND “YOUR” SHALL REFER TO SUCH ENTITY TOO. BY CLICKING “I ACCEPT” OR BY USING THE VANTAGE TRIAL, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “I ACCEPT,” AND DO NOT USE VANTAGE TRIAL.

- 1.1. Purpose.** Vantage Trial is limited in scope. It allows Users to access certain functionality of Teradata Vantage on cloud without cost for a thirty (30) day trial. Because of the nature of Vantage Trial, Users will not have access to the full services or functionality of Teradata Vantage on cloud. *In particular, Vantage Trial does not provide a secure environment that is certified compliant with GDPR, HIPAA, ISO 27001, PCI DSS, and SOC 1 and 2, as are standard with Vantage delivered as-a-service.* Moreover, some of the Vantage Trial features may be in beta form and are provided on an AS-IS basis. It is important to remember that these beta features may get dropped from future releases and production support will not be made available. At this time, such features are not fully supported, may not be functionally complete, and are not suitable for deployment in production. These beta features are provided to the User as a courtesy. Please see the Vantage Trial Quick Start User Guide (“User Guide”), which may be found [here](#), for a full description of the Vantage Trial functionalities and limitations.
- 1.2. Term.** The term of use for Vantage Trial will be thirty (30) days from when the first invitation e-mail is sent out to a representative of User’s Company (the “Effective Date”), or until the Company’s TCore-Hours are used up, whichever comes first (“Trial Period”). User’s access to Vantage Trial shall terminate at the end of the Trial Period unless otherwise agreed to in writing by Teradata. If an extension to the Trial Period is granted, all other terms of this Agreement remain in place. At the end of the Trial Period, User’s data shall be securely erased from Vantage Trial.
- 1.3. Provision of Vantage Trial.** Teradata or its Affiliate shall provide Users’ access to Vantage Trial during the Trial Period at no charge, subject to the terms and conditions set forth in this Agreement and as described further in the User Guide. Teradata grants to User a nonexclusive, nontransferable worldwide right to access Vantage Trial solely for User’s internal evaluation use during the Trial Period. User will not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make Vantage Trial available to any third party. Other than as expressly set forth in this Agreement, no license or other rights in or to Vantage Trial, Teradata Vantage, or Teradata intellectual property rights are granted to User, and all such licenses and rights are hereby expressly reserved.
- 1.4. Restrictions.** Vantage Trial is not intended for commercial purposes and will be limited (e.g., available data space, computing resources, number of concurrent users) as set out in the User Guide.

User shall not upload or ingest any confidential or sensitive data, including data with personal identifying information or financial information, into Vantage Trial. In addition, User shall not (i) exceed the limitations agreed to in the User Guide; (ii) disassemble, reverse engineer, or decompile Vantage Trial, or access it with the intent to build or test a competitive product or service, or copy or substantially copy any ideas, features, functions or graphics of Vantage Trial; or (iii) access any data in User's own external object stores like Amazon S3 or Azure Blob using Vantage Native Object Store ("NOS") without getting permission from rights' holders at User's Company prior to doing so; or (iv) upload or ingest any data for which it otherwise does not have rights into Vantage Trial.

- 1.5. Modifications.** Teradata may modify the Vantage Trial offering from time to time without notice and will make the most current version thereof available through the Vantage Trial portal. Given the trial nature of the services provided, if a modification to the Vantage Trial services materially reduces the features or functions of Vantage Trial on a general basis, then User's sole remedy will be to terminate use of Vantage Trial.

2. User Responsibilities.

- 2.1.** User will be responsible for the activities of and effects caused by anyone who User allows to use Vantage Trial. User is also responsible for ensuring that its other users comply with this Agreement and the User Guide with respect to use of Vantage Trial. User is solely responsible for: determining whether Vantage Trial will meet its business requirements; data integration, including whether it is appropriate to allow individuals with access to Vantage Trial access to User's data through NOS; providing standard extracted, transformed, cleansed data without any personal identifying information for loading into Vantage SQL Engine; business intelligence development, support and operations; logical and physical data modeling; application development, support and operations; application performance; data quality; having reasonable security processes, tools and controls for its use of and for systems and networks interacting with Vantage Trial; and making its own elections regarding backup storage and alternative computing capabilities and business processes in the event that Vantage Trial is unavailable; and reporting. In addition, User shall ensure that the security controls in Vantage Trial fully meet its business needs and its obligations or requirements to protect its data, and shall comply with all local, state, federal, and foreign laws applicable to User regarding export controls, privacy, and security in using Vantage Trial. User is solely responsible for all data it uploads into the Vantage Trial system.
- 2.2. User Content.** Teradata makes no assurances that any of User's content or User's applications loaded into the Vantage Trial environment will be secured or that such data will remain confidential. User acknowledges that the Vantage Trial is not designed for use with production data (including business content and personal information) and accordingly, User shall not include any production data (including business content and personal information) in your content uploaded into Vantage Trial or use the services for any commercial purpose.
- 2.3. User Use Guidelines.** User shall use Vantage Trial solely for its internal business purposes to evaluate Teradata Vantage as contemplated by this Agreement and shall not: (i) upload any sensitive or confidential data, including personal identifying information or financial information, into the system; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including spam, material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) knowingly interfere with or disrupt the integrity or performance of Vantage Trial; or (v) attempt to gain unauthorized access to Vantage

Trial or its related systems or networks. Teradata may remove any material or content that it reasonably believes violates this Agreement upon notice to User.

- 2.4. User Indemnification.** User will defend Teradata against any claim, demand, suit or proceeding made or brought against Teradata by a third party alleging that any User data infringes or misappropriates such third party's intellectual property rights, or to the extent caused by User's use of Vantage Trial in breach of the Agreement, User Guide, or applicable law (each a "Claim Against Teradata"), and will indemnify Teradata from User's share of any damages, attorney fees and costs finally awarded against Teradata as a result of, or for any amounts paid by Teradata under a settlement approved by User in writing of, a Claim Against Teradata. For the avoidance of doubt, User's defense and indemnification obligations extend to and include any third-party claims, penalties, or fines related to User's loading of data, including personal identifying data, onto the Vantage Trial system. Teradata must promptly give User written notice of the Claim Against Teradata; give User sole control of the defense and settlement of the Claim Against Teradata (except that User may not settle any Claim Against Teradata unless it unconditionally releases Teradata of all liability); and give User all reasonable assistance, at User's expense.

3. Teradata Responsibilities

- 3.1. Compliance with Laws.** Teradata shall comply with all local, state, federal, and foreign laws applicable to Teradata services regarding export controls, privacy, and security in operating and managing Vantage Trial.
- 3.2. Teradata Indemnification.** Teradata will, at its expense, defend, indemnify and hold User harmless from any claim or suit brought against User alleging that Vantage Trial infringe a patent, copyright, or trade secret, and Teradata will pay all costs and damages in a settlement or award resulting therefrom, if User promptly notifies Teradata of the claim and give Teradata reasonably requested information and cooperation and sole authority to defend and settle the claim.

4. Service Data

Service data is information about User's use of this product that Teradata collects, including but not limited to data such as user login metrics, system usage metrics, and query metrics. Service data does not include user data stored in tables or schemas. By using this product, User agrees Teradata may collect service data, including but not limited to using cookies and similar technologies (see Teradata.com/privacy for further information), and use it to develop, improve, support, and operate its products and services during and after the term of this Agreement.

5. Limitation of Liability

ACCESS TO THE TERADATA VANTAGE TRIAL IS PROVIDED TO USER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TERADATA IS NOT RESPONSIBLE FOR ANY DATA USER LOADS ONTO THE SYSTEM. TERADATA'S LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR OTHERWISE) IS LIMITED TO US \$5,000. IN NO EVENT WILL TERADATA BE LIABLE TO USER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Confidentiality

By virtue of this Agreement, User may have access to information that is confidential to Teradata, including but not limited to the services and Teradata programs, and any information related to the services and Teradata programs (“Teradata Confidential Information”). Teradata Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party; or (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. User agrees, both during the term of this agreement and for a period of three years after termination of this agreement and of all licenses granted hereunder, to hold Teradata’s Confidential Information in confidence. User agrees not to make Teradata’s Confidential Information available in any form to any unauthorized third parties. User agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this agreement.

7. Feedback

Notwithstanding anything to the contrary: (a) Teradata will have no obligation of any kind with respect to any Vantage Trial-related comments, suggestions, design changes or improvements that you elect to provide to Teradata in either verbal or written form (collectively, “Feedback”), and (b) Teradata and its affiliates are hereby free to use any ideas, concepts, know-how or techniques, in whole or in part, contained in Feedback: (i) for any purpose whatsoever, including developing, manufacturing, and/or marketing products and/or services incorporating Feedback in whole or in part, and (ii) without any restrictions or limitations, including requiring the payment of any license fees, royalties, or other consideration.

8. Export Laws

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. User agrees to comply fully with export laws and regulations of the United States and any other applicable export laws (“Export Laws”) to assure that none of the services (including technical data), any services deliverables provided under this agreement, or any direct products thereof, are: (1) exported, directly or indirectly, in violation of this agreement or Export Laws; or (2) used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

9. General Terms

This Agreement is the sole agreement between the parties in connection with Vantage Trial and supersedes all prior agreements and representations, whether oral or written, directly or indirectly in connection with Vantage Trial, including any master agreements. No failure or delay in exercising any right or remedy will operate as a waiver thereof. No additions or changes to this Agreement may be made except in a writing signed by both parties. User will be responsible for all expenses arising out of User’s use of the Vantage Trial under this Agreement. User will not assign or delegate this Agreement without Teradata’s prior written consent, and any act to the contrary will be null and void. Any terms of this Agreement which by their nature extend beyond its expiration or termination will remain in effect until fulfilled and will apply to respective assigns. If any provisions of this Agreement are held to be invalid or unenforceable, they are to that extent to be deemed omitted and the remaining provisions of this Agreement will remain in full force and effect. The substantive law of the State of New York will govern this Agreement.