**Talend General Terms ("TGT")**
**(Indirect – Marketplace)**

1. **Definitions.** Any capitalized terms not defined in the TGT will have the meaning set forth in the Agreement.
   1.1 "Affiliate" means (a) with respect to Customer any legal entity that Customer controls, and (b) with respect to Talend, any legal entity that controls Talend, is controlled by Talend, or is under common control with Talend, excluding any private equity fund, manager or sponsor and its or their portfolio companies. "Control" means the direct or indirect ownership of more than 50% of the entity's shares, voting or similar interest, and for so long as such control is maintained.
   1.2 "Agreement" means this TGT, an Order Form, any document incorporated therein, and any executed document which by its terms is incorporated into the Agreement.
   1.3 "Authorized User" means any Customer and Affiliate employee, agent, contractor, or consultant who is granted authorization by Customer to access and use the Subscription and Non-Subscription Services.
   1.4 "Cloud Service" means any distinct Talend hosted software-as-a-service offering ordered by Customer on an Order Form. A Cloud Service may include a Cloud Service Client.
   1.5 "Cloud Service Client" is a software client that must be downloaded and installed to use a certain Cloud Service.
   1.6 "Configuration Services" means consulting services performed by Talend as ordered on an Order Form and as may be further described in a Statement of Work.
   1.7 "Customer" means (i) the customer entity that is a party to the Order Form and its Affiliates, excluding any Affiliate that is a party to a separate written agreement with Talend for Talend products or services, or (ii) the individual or entity that is receiving a trial, beta or evaluation subscription to the Subscription Services.
   1.8 "Customer Data" means the electronic data, materials, and information entered into the Cloud Service by or on behalf of Customer and/or its Authorized Users.
   1.9 "Documentation" means the then-current technical and functional documentation (such as the Talend Service Description Guide) that is generally available for the Subscription and Non-Subscription Services.
   1.10 "Generated Code" means an independently executable program or other similar binary code artifact that is generated by the Cloud Service or Software.
   1.11 "Learning Services" means online educational content as ordered by Customer as set forth on an Order Form.
   1.12 "License Type" means the definitions and rules applicable to the Subscription Services set forth in the Talend Service Description Guide.
   1.13 "Materials" means any materials, excluding Talend Accelerators, provided by Talend to Customer in connection with the provision of Training Services and Learning Services to Customer.
   1.14 "Marketplace" means the online marketplace provided by Talend's authorized distributor that lists Talend Subscription and Non-Subscription Services for online purchase.
   1.15 "Non-Subscription Services" means, collectively, the Configuration Services and Training Services ordered by Customer, as may be further described in a Statement of Work.
   1.16 "Order Form" means a Talend order for Talend Subscription (including for beta, trial or evaluation use) and Non-Subscription Services that incorporates the TGT by reference and that is entered into by the parties via the Marketplace.
   1.17 "Public Sector Customer" means a government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal, or otherwise); an entity managed, controlled or majority-owned by government interests; a public organization or foundation of any kind (including political parties, political organizations, or political candidates); public higher education institutions; and any public international organization, such as, but not limited to the International Red Cross, United Nations, or the World Bank.
   1.18 "Software" means the object code version of any distinct Talend proprietary software not hosted by Talend (e.g., on-premises software) ordered by Customer as set forth on an Order Form, but expressly excluding Talend Open Studio or any other Talend software obtained by Customer under an open source license independent of the Agreement.
   1.19 "Software Subscription Key" means a logical code that activates, enables, and controls a subscription to Software and is generated and delivered to Customer based on the type of Software set forth on the Order Form.
   1.20 "Statement of Work" means a statement of work entered into by the parties for certain Non-Subscription Services.
   1.21 "Subscription Services" means, collectively, the Software, Cloud Service, Support, Learning Services, and any other subscription services ordered by Customer.
   1.22 "Subscription Term" means the term of the subscription specified in the applicable Order Form, including all renewals, for Subscription Services.
   1.23 "Support" means the technical support services described in the Support Policy for Talend Software and Cloud Services for any paid Subscription Services, as further described in the Talend Service Description Guide.
   1.24 "Talend" means the Talend entity that is a party to the Order Form with Customer.
   1.25 "Talend Accelerators" means job templates, scripts, and code samples identified in the Learning Services platform as "accelerators," and provided for independent download outside of the learning modules.
   1.26 "Talend Open Studio" means the open source only version of the Talend integration software tools available for free download and licensed under an open source license.
   1.27 "Third Party Products" means non-Talend products, systems, applications, components, or services provided by a party other than Talend.
   1.28 "Training Services" means instructor-led training services provided by Talend as ordered on an Order Form and as may be further described in a Statement of Work.
   1.29 "Unsupported Code" means any program or binary code artifacts created or generated through the use of Talend Open Studio.
   1.30 "Work Product" means anything, other than Generated Code, created or delivered by Talend in the course of performing Configuration Services.

2. **Grant of Rights and Restrictions.**
   2.1 Subject to the terms of the Agreement and the applicable License Type(s) set forth on the Order Form, Talend grants to Customer solely for its internal business operations a non-exclusive, non-transferable (a) right to access and use the Cloud Service; (b) license to use the Cloud Service Client solely as required to use the Cloud Service; (c) license to use the Software,

Work Product, Materials; (d) license to use and create derivative works of the Talend Accelerators solely in conjunction with the Subscription Services; and (e) perpetual license to use Generated Code. Notwithstanding the foregoing, in the event Customer has purchased Subscription Services for commercial use (as identified on an Order Form), Customer shall be permitted to use the Subscription Service to provide third party services in cases where such third parties access the Customer-provided applications or services, but where such third parties do not have the ability to install, configure, manage or have direct access to the Subscription Services or Generated Code ("Commercial Use"). The Software and Cloud Service Client may include open source software not owned by Talend that is subject to separate license terms which must be accepted when using the Software and/or Cloud Service Client in order to use such open source software. The applicable open source software licenses will not materially or adversely affect Customer's ability to exercise its rights in the Subscription Services. Customer is responsible for its Authorized Users' compliance with the terms and conditions of the Agreement.

2.2  Customer grants to Talend, including its Affiliates and subcontractors, a non-exclusive, non-transferable, world-wide right to process and disclose Customer Data for the limited purpose of providing the Cloud Service. Customer will collect and maintain all personal data contained in Customer Data in compliance with applicable data privacy and protection laws.

2.3  The Subscription Services and Documentation may be modified by Talend, provided that any such modification does not materially reduce the service level commitments, support, or overall level of beneficial service provided to Customer prior to such modification.

2.4  Except as otherwise set forth in the Agreement, with respect to the Software, Cloud Service, Cloud Service Client, Work Product, Generated Code, and Materials Customer and its Authorized Users shall not (a) make derivative works, disassemble, decompile, reverse engineer, modify, or copy (in whole or in part); (b) transfer, sell, license, distribute, outsource, permit timesharing or service bureau use, or otherwise commercially exploit, or make them available to any third party; or (c) transmit any content or data that is unlawful or infringes any intellectual property rights, or that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, or otherwise circumvent or endanger their operation or security. Customer and its Authorized Users shall not (i) use the Subscription Services in any manner except as expressly permitted under the Agreement, (ii) use Talend Open Studio to process or utilize Generated Code; (iii) use Talend Accelerators with Talend Open Studio; (iv) use the Software or Cloud Service to process or utilize Unsupported Code, except that Customer may conduct a one-time initial import of the Unsupported Code to the Software or Cloud Service; (v) share access credentials of Authorized Users with any other individuals or third parties; (vi) attempt to circumvent, disable, or defeat any limitations encoded into the Software Subscription Key; or (vii) assign, transfer, or distribute any Materials provided to a specific Authorized User to any third party or any other Authorized Users.

2.5  The following applies to any Subscription Services provided on a trial, beta or evaluation basis: (a) Customer may only use such Subscription Services for the limited purpose of evaluating the Subscription Services during the Subscription Term for its own use; (b) such Subscription Services may not be used for production purposes; (c) the license for any Generated Code created during use of such Subscription Services shall terminate upon expiration of the Subscription Term, unless Customer moves to a paid Subscription Term, in which case, the license shall be as set forth in 2.1(e); (d) Customer shall not use a Cloud Service provided under this Section to process Customer Data subject to any data privacy laws or regulations; (e) Talend reserves the right in its discretion to (i) modify the Cloud Service trial environment and/or the applicable Subscription Services; and (ii) revoke access to such Subscription Services, at any time.

3.  **Marketplace Transaction.**

3.1  Customer shall order and purchase the Subscription and Non-Subscription Services directly from the Marketplace. The Marketplace provider is not an agent of Talend or Affiliate of Talend, and is an independent entity with no authority to bind Talend, make representations or warranties on Talend's behalf, or otherwise change the Agreement. Talend makes no representations or warranties as to such Marketplace provider, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties.

3.2  Talend will not be liable for reasonably relying on the accuracy and reliability of written information provided by Marketplace provider in making any decision that would give Talend grounds to suspend and/or terminate the Subscription and Non-Subscription Services. If (a) Marketplace provider terminates all orders relating to the Customer, (b) Talend terminates any of Marketplace provider's orders relating to the Customer for good cause, or (c) the relationship between Talend and Marketplace provider relating to the sale of Subscription and Non-Subscription Services is terminated, Talend may, subject to Customer's discretion: (i) directly invoice Customer for the affected Subscription and Non-Subscription Services pursuant to the then-current Order Form; or (ii) recommend to Customer other partners or third parties for the distribution of the affected Subscription and Non-Subscription Services.

3.3  Customer agrees to remit payment to Talend through the Marketplace for the fees set forth in the Marketplace, and/or an Order Form and Statement of Work provided via the Marketplace, if any. Talend may, at its sole discretion, suspend and/or terminate Customer's orders and/or use of the Subscription and Non Subscription Services if Marketplace Provider fails to pay any fee or other amount payable by Marketplace Provider on its due date.

3.2  All amounts payable by Customer to Talend under the Agreement are exclusive of any tax, levy or similar governmental charge. Customer is responsible for all applicable taxes, including sales and value added taxes, under the Agreement (other than those based on Talend's income) unless Customer provides a valid exemption certificate (authorized by the applicable governmental authority). If, as a result of any tax or levy, Customer is required to withhold any amount on any payment to Talend, then the amount of the payment to Talend shall be automatically increased to offset such tax, so that the amount actually remitted to Talend, net of all taxes, equals the amount invoiced or otherwise due. Customer will promptly furnish Talend with the official receipt of payment of these taxes to the appropriate taxing authority.

4.  **Term and Termination.**

4.1  Except as otherwise specified in an Order Form, the term of the Agreement will be the duration of the Subscription Term. All terms and conditions of the TGT, and any amendments thereto, shall remain in effect until termination of the Agreement.

4.2  Notwithstanding anything to the contrary, either party may terminate the Agreement (a) upon thirty (30) days written notice to the other party of the other party's material breach, unless such breach is cured within that thirty (30) day period, (b) immediately, if (1) the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or (2) Customer breaches Section 13.2.

4.3 Notwithstanding anything to the contrary, upon prompt notice to Customer, Talend may suspend or limit Customer's access and use of the Subscription Services, without an opportunity to cure, if Talend determines that: (a) Customer's continued use may result in material harm to the Subscription Services or its users, or (b) Customer's breach of Section 2.4 or 13.2. Talend will limit the suspension in time and scope as reasonably possible under the circumstances. In the event of such suspension or termination, Talend's obligations to provide the terminated or suspended Subscription and Non-Subscription Services will be deemed to be fully discharged and no refunds will be issued. Talend will not be liable to Customer for any loss, damage or inconvenience suffered as a result of any suspension or termination under this Section 4.3.

4.4 Upon termination or expiration of the Agreement, (a) Talend will cease providing the Subscription and Non-Subscription Services to Customer and Customer's right to use the Subscription and Non-Subscription Services, Documentation, and Talend's Confidential Information shall terminate, and (b) Talend will irretrievably delete all Customer Data in its possession or control and Customer will no longer have access to Customer Data stored on the Cloud Service.

4.5 Sections 1, 2.1(e), 2.4, 3, 4.4, 4.5, 6, 7, 8, 9, and 13 shall survive the termination or expiration of the Agreement.

**5. Warranties.**

5.1 Each party warrants that it has, and will maintain, the full legal right and authority to enter into the Agreement and to grant the rights granted by it under the Agreement.

5.2 Talend warrants that (a) the Cloud Service will perform substantially in conformance with the Documentation and in a manner consistent with general industry standards; (b) for a period of sixty (60) days from delivery of the applicable Software Subscription Key, the Software will perform substantially in conformance with the Documentation; (c) it will perform the Configuration Services in a workmanlike manner consistent with general industry standards; and (d) for a period of thirty (30) days from completion of applicable Configuration Services, any Work Product will perform in all material respects with the specifications contained in the applicable Statement of Work. Customer's sole and exclusive remedy and Talend's entire liability for breach of the foregoing warranty will be for Talend to use commercially reasonable efforts to correct the non-conformity. The warranties set forth in this section shall not apply (i) if the Software and/or Cloud Service are not used in accordance with the Agreement or Documentation, (ii) if the non-conformity is caused by Customer, Reseller, or by any Third Party Product, (iii) with respect to open source software, or (iv) if the Software and/or Cloud Service are provided on a beta, evaluation, or trial basis.

5.3 EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE SUBSCRIPTION AND NON-SUBSCRIPTION SERVICES AND GENERATED CODE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TALEND, ITS AFFILIATES, LICENSORS, AND SUBCONTRACTORS MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THAT THE USE OF THE CLOUD SERVICE, SOFTWARE, AND GENERATED CODE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY PRODUCTS OR CONNECTIVITY ISSUES.

**6. Limitation of Liability.**

6.1 EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, LIABILITY THAT CANNOT BE LIMITED BY LAW, VIOLATION OF TALEND'S INTELLECTUAL PROPERTY RIGHTS, OR AMOUNTS OWED HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(A) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (II) ANY LOSS OF PROFITS, REVENUE, SALES, USE, DATA, DATA USE, GOODWILL OR REPUTATION, OR ANY BUSINESS INTERRUPTION; OR (III) ANY DAMAGES CAUSED BY ANY SUBSCRIPTION SERVICE PROVIDED ON A BETA, EVALUATION, OR TRIAL BASIS; AND

(B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SUBSCRIPTION SERVICES AND/OR NON-SUBSCRIPTION SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**7. Mutual Indemnification.**

7.1 Talend will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service, Software and Generated Code infringes or misappropriates such third party's copyright, trademark, trade secret, or US patent. Talend will indemnify Customer against all damages, attorney fees, and costs finally awarded against Customer (or the amount of any settlement Talend enters into) with respect to these claims. Talend's obligations under this Section 7.1 will not apply to the extent any such claim results from (a) any failure to implement updates to the Cloud Service or Software made available by Talend, (b) Customer's breach of Section 2.4; (c) use of the Cloud Service or Software in combination with any product or service not provided by Talend, (d) use of the Cloud Service or Software provided on a beta, evaluation, or trial basis, (e) anything Customer provides including configurations, instructions, or specifications, or (f) any third party open source software. In the event a claim is made or likely to be made, Talend may in its sole discretion (i) procure for Customer the right to continue using the affected Cloud Service or Software under the terms of the Agreement, (ii) replace or modify the affected Cloud Service or Software to be non-infringing without material decrease in functionality, or (iii) in the event these options are not reasonably available, Talend may terminate Customer's subscription, and refund any pre-paid unused fees, for the affected Cloud Service or Software.

7.2 Customer will defend Talend, its Affiliates, licensors, and subcontractors, against claims brought against Talend by any third party related to: (a) Customer's use of the Cloud Service or Software other than as expressly permitted in the Agreement; and (b) Customer Data. Customer will indemnify Talend against all damages, attorney fees, and costs finally awarded against Talend (or the amount of any settlement Customer enters into) with respect to these claims.

7.3 The party against whom a third-party claim is brought: (a) will timely notify the indemnifying party in writing of any such claim; (b) will make no admissions or settlements without the indemnifying party's prior written consent; (c) will reasonably cooperate in the defense and give the indemnifying party all information and assistance as it may reasonably require; and (d) may participate in the defense (at its own expense) through counsel reasonably acceptable to the party providing the defense. The

party obligated to defend a claim will have the right to fully control the defense. Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

7.4 This Section 7 states the sole, exclusive, and entire remedy with respect to covered third party claims.

**8. Confidentiality.**

8.1 "Confidential Information" means: (a) the information that the disclosing party ("Discloser") designates as confidential at the time of disclosure or that should reasonably be understood to be confidential information of the Discloser; (b) with respect to Customer, Customer Data; and (c) with respect to Talend, the Cloud Service, Software, Work Product, Materials, Documentation, pricing under the Agreement, the terms of the Agreement, business plans, security reports, performance metrics, product and service designs. The obligations of confidentiality shall not apply to information which: (i) is generally available to the public without breach of the Agreement by the receiving party ("Recipient"); (ii) is known by Recipient without confidentiality obligations; or (iii) is independently developed by Recipient without use of the Confidential Information. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 8.

8.2 Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates, and contractors who have a need to know such information in connection with the Agreement, and are under written confidentiality obligations no less restrictive than the terms set forth herein. Recipient will be liable for any breach of this Section 8 by its employees, Affiliates and contractors.

8.3 In the event of legal proceedings relating to the Confidential Information, Recipient will cooperate with Discloser and comply with applicable law (all at Discloser's expense) with respect to handling of the Confidential Information.

8.4 Notwithstanding anything to the contrary in the Agreement, each Party may use general knowledge, skills and experience, concepts, know-how and techniques retained in the unaided memory of an individual even if acquired as a result of the Agreement.

**9. Proprietary Rights.**

Except as otherwise expressly granted under the Agreement, (a) Customer retains all ownership and intellectual property rights in and to Customer Confidential Information, Customer Data and any derivate works thereof whether created by Customer or Talend, and (b) Talend owns and retains all rights, titles and interests and all intellectual property rights in and to the Subscription Services, Generated Code, Documentation, Work Product, Materials, Talend Accelerators and all underlying technology, and metadata and usage data collected in connection with Configuration Services or Customer's use of the Subscription Services, and any and all derivative works thereof whether created by Customer or Talend. Non-Subscription Services are never undertaken or provided to Customer as works for hire as such term is defined under U.S. copyright laws. All rights not expressly granted to Customer are reserved by Talend.

**10. Third Party Products.**

Customer's use of Third Party Products is at its own risk and subject to the third party provider's terms and conditions and privacy policies. Talend does not provide support or guarantee ongoing integration support for such Third Party Products that are not a native part of the Subscription Services.

**11. Protection of Customer Data.**

Talend uses reasonable administrative, physical, and technical safeguards in providing the Cloud Service in accordance with commercially reasonable industry standards designed to protect the security, confidentiality and integrity of Customer Data as further described in the Talend Service Description Guide. Talend is not responsible for the security or confidentiality of any Customer Data disclosed or transferred by Customer to any third party through the Cloud Service. Customer will maintain commercially reasonable and appropriate security standards and measures to protect against unauthorized access and use of its systems and devices through which its Authorized Users access and use the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from Talend.

**12. Feedback.**

Customer authorizes Talend to use feedback and ideas Customer provides to Talend in connection with the Agreement for any purpose ("Feedback"). Feedback shall not be considered Customer Confidential Information under the Agreement, and Talend shall have no obligation or liability to Customer with respect to any use or disclosure of Feedback.

**13. General.**

13.1 <u>Assignment and Subcontracting</u>. Customer may not assign or transfer the Agreement (in whole or in part) to any party; provided, however, Customer may assign the Agreement without the consent of Talend in the case of a merger or acquisition of all, or substantially all, of Customer's equity securities, provided that: (a) Customer provides written notice to Talend, (b) the party with which Customer is merged or acquired ("Surviving Entity") agrees in writing to be bound by the rights and obligations of Customer under the Agreement, and (c) the Surviving Entity is not a direct competitor of Talend. Talend may assign the Agreement to any of its Affiliates or in connection with a merger, acquisition, or sale of substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Talend may subcontract parts of the Subscription or Non-subscription Services to third parties, provided Talend remains responsible for its obligations under the Agreement.

13.2 <u>Export Control</u>. Talend's Software, Cloud Service, Work Product, Materials, and Generated Code are subject to export control laws of various countries, including the laws of the United States. Customer will not export or provide any Talend Confidential Information to countries, persons or entities if prohibited by export laws.

13.3 <u>Force Majeure</u>. Except for payment obligations, neither party will be responsible for failure or delay of performance resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, earthquakes, floods, storms, or other natural occurrences, labor disputes, cloud host failures, utility failures (such as internet, electrical, or telecommunications), blockages, embargoes, riots, acts or orders of government, acts of terror, or war.

13.4 <u>Entire Agreement</u>. The Agreement constitutes the entire and exclusive statement of the agreement of the parties related to the subject matter of the Agreement and supersedes and cancels all prior and contemporaneous agreements (including any confidentiality or non-disclosure agreements), proposals, quotes, marketing materials, or representations, written or oral, concerning the subject matter of the Agreement. The Agreement will prevail over the terms and conditions (a) in any Customer procurement system (e.g. Ariba), or (b) of any Customer-issued purchase order, which shall be deemed null and void and have no force and effect, even if Talend accepts or does not otherwise reject such purchase order. The Agreement may be modified solely in writing executed by the parties.

13.5 <u>Notices</u>. All notices will be in writing and deemed given when delivered to the relevant party's address set forth in an Order Form, and with respect to Talend, with copy to the legal department at legal@talend.com. Notices by Talend pertaining to the Subscription Services (e.g. operation or support) may be in the form of an electronic notice.

13.6 <u>Governing Law</u>. Except to the extent required by law, the Agreement, and any dispute arising out of or related to the Agreement, will be governed exclusively by the applicable governing law below, based on Customer's primary place of business and without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act does not apply to the Agreement. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation, or enforcement, to which each party hereby consents and submits. Regardless of the below governing law, either party may seek injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of its intellectual property or proprietary rights. A person who is not a party to the Agreement has no rights to enforce any term of this Agreement. In the event of any conflict between any statutory law under the applicable Governing Law set forth in the table below, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

| Customer's Registered Office | Governing Law | Jurisdiction and Venue |
| --- | --- | --- |
| United States, Latin America or the Caribbean, Oceania (excluding Australia and New Zealand) | Laws of State of California and United States of America | Federal Courts of the Northern District of California and Superior Court of California, County of San Mateo |
| Canada | Laws of British Columbia and Canada | Courts of the Province of British Columbia |
| India | Laws of India | Bangalore Courts |
| Japan or South Korea | Laws of Japan | Tokyo District Court of Japan |
| Australia or New Zealand | Laws of New South Wales and Australia | Courts of New South Wales |
| Germany, Switzerland, or Austria | Laws of Germany | Bonn Courts |
| Italy | Laws of Italy | Milan Courts |
| The Netherlands | Laws of The Netherlands | Amsterdam Courts |
| Spain | Laws of Spain | Barcelona Courts |
| United Kingdom, Sweden, Denmark, Norway, Finland, Malta, Middle East (Bahrein, Cyprus, Egypt, Israel, Jordan, Kuwait, Northern Cyprus, Oman, Palestine, Qatar, Saudi Arabia, Turkey, United Arab Emirates), or South Africa | Laws of England | London Courts |
| France, Europe (excluding countries above), or Africa (excluding Egypt and South Africa) | Laws of France | Paris Courts |
| Asia (excluding India, Japan, and South Korea) | Laws of Singapore | Courts of Singapore |

Notwithstanding the foregoing, for Public Sector Customers located in the United States, the laws of the primary jurisdiction in which the Public Sector Customer is located will govern the Agreement and any disputes arising from it. For U.S. Federal Government customers, the Agreement will be controlled and construed under the laws of the United States of America.

13.7 <u>Public Sector Customers</u>. To the extent that any term or provision of the Agreement is considered void ab initio or otherwise unenforceable against a Public Sector Customer pursuant to applicable law that expressly prohibits such Public Sector Customer from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect. Any Public Sector Customer policies or procedures which are not expressly required by applicable law shall not apply or be incorporated into the Agreement. Notwithstanding anything else contained in this Agreement, the rights granted under this Agreement shall not extend to any Affiliates of Public Sector Customers and Talend shall have no obligations to any Affiliates of Public Sector Customers.

13.8 <u>US Government</u>. The Software, Cloud Service, Generated Code and Documentation are "commercial computer software" and "commercial computer software documentation" pursuant to 48 C.F.R. 2.101, 48 C.F.R. 227.7202, and 48 C.F.R. 252.227-7014, as applicable, and use of the foregoing and any applicable Work Product shall be governed solely by this Agreement consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202. The Non-Subscription Services, including any Work Product or Materials, have been developed solely at private expense and constitute Commercial Items as defined by the Federal Acquisition Regulation.

13.9 <u>Severability; Waiver; Electronic Signature</u>. If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement. A waiver of any breach of the Agreement is not deemed a waiver of any other breach. Electronic signatures that comply with applicable law are deemed original signatures.

13.10 <u>Language</u>. The governing language of this Agreement shall be English. Any translation of this Agreement is made for informational purposes only and the English language version shall control.

13.11 <u>Relationship of the Parties</u>. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

13.12 <u>Non-solicitation</u>. During the performance of Configuration Services and for six (6) months thereafter, to the extent permitted by law, Customer shall not solicit the employment or independent services of any Talend employee who directly performs Configuration Services for Customer. The foregoing prohibition shall not prevent a party from employing an applicant responding to a general advertisement for employees.