Talend General Terms ("TGT")

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 Talend controls, is controlled by Talend, or is under common control with Talend. "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 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 "Consulting 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 manuals, user guides, policies, and descriptions) 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 described in Exhibit A.
   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 "Non-Subscription Services" means, collectively, the Consulting Services and Training Services ordered by Customer, as may be further described in a Statement of Work.
   1.15 "Order Form" means an ordering document (including an online order or other electronic form for beta, trial or evaluation use) for Talend Subscription and Non-Subscription Services that incorporates the TGT by reference and that is entered into by the parties.
   1.16 "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.
   1.17 "Service Level Agreement" means the system availability service level agreement for the paid production version of the Cloud Service, which shall be deemed a part of the Agreement.
   1.18 "Software" means the object code version of any distinct Talend proprietary software not hosted by Talend 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 on an Order Form.
   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 Talend Support Services Policy for any paid Subscription Services, which shall be deemed a part of the Agreement.
   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 "Talend Policies" means the operational guidelines and policies applied by Talend to provide and support the Subscription or Non-Subscription Services, such as the Service Level Agreement for Cloud Services.
   1.28 "Third Party Products" means non-Talend products, systems, applications, components, or services provided by a party other than Talend.
   1.29 "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.
   1.30 "Unsupported Code" means any program or binary code artifacts created or generated through the use of Talend Open Studio.
   1.31 "Work Product" means anything, other than Generated Code, created or delivered by Talend in the course of performing Consulting 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, 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. The Software and Cloud Service Client may include open source software not owned by Talend that is subject to separate license terms. 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 Talend Policies 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 Software is only available via electronic download and will not be available to Customer in any other format. The Software Subscription Key is required to enable the Software and only valid during the Subscription Term. Upon activation of the Software, a software module ("Use Manager") will provide certain information to Talend regarding the system environment in which the Software is operating and will monitor the use and security of the Software without capturing or transmitting any Customer data to Talend.

2.6 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. **Fees, Payment and Taxes.**

3.1 Customer agrees to pay the fees set forth in an Order Form and Statement of Work, if any. Unless otherwise expressly stated in an Order Form, all payments are due within thirty (30) days of the date of invoice. Payment shall be made to Talend in the currency set forth in the Order Form and at the address set forth on the invoice. Payment obligations are non-cancelable, fees paid are non-refundable, and Customer shall not withhold, reduce, or set-off fees owed under the Agreement. Any amount not paid when due may be subject to interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, compounded on a daily basis from the date due until the date paid.

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 Talend with 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 or Non-Subscription Services. 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 15.3.

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 15.3. 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 under the Agreement 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.

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, 14 and 15 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 Consulting Services in a workmanlike manner consistent with general industry standards; and (d) for a period of thirty (30) days from completion of applicable Consulting 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 if (i) the Software and/or Cloud Service are not used in accordance with the Agreement or Documentation, (ii) the non-conformity is caused by Customer or by any product or service not provided by Talend, or (iii) 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, UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, EITHER PARTY'S BREACH OF ITS DATA PROTECTION AND SECURITY OBLIGATIONS THAT RESULT IN AN UNAUTHORIZED USE OR DISCLOSURE OF PERSONAL DATA, 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 Consulting 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. **Security.**
Talend uses reasonable security technologies in providing the Cloud Service in accordance with commercially reasonable industry standards designed to protect the security, confidentiality and integrity of Customer Data. 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. **Anonymized Data.**
Notwithstanding anything to the contrary under the Agreement, Talend may create aggregated, redacted, or anonymized forms of Customer Data that do not identify Customer or any Authorized User ("Anonymized Data"). Anonymized Data shall not be considered Customer Data. Talend may use Anonymized Data for its business purposes.

14. **Software Audit.**
During a Subscription Term, and for twelve (12) months after its expiry or termination, Customer will take reasonable steps to maintain complete and accurate records of its use of Software sufficient to verify compliance with the Agreement ("Verification Records"). Upon at least thirty (30) days advance notice, and no more than once per twelve (12) month period, Customer will provide Talend and its auditors access to the Verification Records and any applicable books, systems, and accounts during Customer's normal business hours. In the event such audit reveals that Customer has used the Software in excess of the Agreement, Customer shall promptly pay to Talend an amount equal to the difference between the fees actually paid and the fees that would have been paid by Customer had Customer purchased the number of licenses it is shown to have been using.

15. **General.**

15.1 Assignment and Subcontracting. 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.

15.2 Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer consents to Talend's use of Customer's name as part of Talend's marketing efforts (including customer listings, quarterly calls with investors, reference calls, and press releases). Customer also agrees to cooperate with Talend in writing a case study demonstrating how the Subscription Services are being used and benefit Customer.

15.3 Export Control. 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.

15.4 <u>Force Majeure</u>. Except for payment obligations, neither party will be responsible for failure of performance due to an event beyond the affected party's reasonable control.

15.5 <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.

15.6 <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 with copy to the legal department. Notices pertaining to the Cloud Service (e.g. operation or support) may be in the form of an electronic notice to Customer's administrator.

15.7 <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.

15.8 <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.

15.9 <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.

15.10 <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.

15.11 <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.

15.12 <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.

15.13 <u>Non-solicitation</u>. During the Subscription Term and twelve (12) months thereafter, Customer shall not solicit any of Talend's employees or contract staff with offers of employment; solicit services from them on their own account; or encourage them to provide their services to a third party. The foregoing prohibition shall not prevent a party from employing an applicant responding to a general advertisement for employees.

EXHIBIT A
LICENSE TYPES

Subscription Services are subject to the applicable License Type(s) set forth in the Agreement, as defined below. Capitalized terms not defined herein will have the meanings given in the Agreement. Customer may access the Subscription Services in accordance with the License Type(s) listed below for which customer has paid the applicable fees specified in an Order Form.

License Type	Description
Admin User	A specific individual identified by a valid e-mail address who has received a unique user name and password to access the Subscription Services and who may only use the following capabilities of 1) for Cloud Admin Users, the Talend Management Console: user management, user group management, roles management, subscriptions, engine management, operations and monitoring, scheduling, and environment management for administration purposes, 2) for Software Admin Users, the Talend Administration Center (TAC): user management, user group management, licensing, server management, Job and ESB conductors, log server, and Activity Monitor Console for administration purposes.
API	The main unit of work provisioned in Talend API Designer and Talend API Tester applications. Talend API Designer refers to this unit of work as an "API", an "API definition" or an "API contract". Talend API Tester's unit of work is also called a "project", a "test project" or an "API test project". Copies of existing APIs are counted towards the total usage.
Cloud Engine	A runtime (either production or non-production) Node capable of executing Customer workloads through the Cloud Service.
Concurrent Admin User	A specific individual identified by a valid e-mail address who is logged on at any given point in time to a single Repository who (a) may use any of the capabilities of the Cloud or Software version of Talend Data Catalog or (b) may only use the following capabilities of the TAC: user management, user group management, licensing, server management, Job and ESB conductors, log server, and AMC for administration purposes.
Concurrent Consumer User	A specific individual identified by a valid e-mail address who is logged on at any given point in time to a single Repository who may only use the capabilities granted by the "Consumer User" role in the Cloud or Software version of Talend Data Catalog.
Concurrent User	A specific individual identified by a valid e-mail address who is logged on at any given point in time to a single Repository.
Engine Token	The unit of measure assigned to Customer's ability to configure and run either a Cloud Engine or a Remote Engine instance. Each instance will require a fixed amount of Engine Tokens to run, as specified in the Order Form. Customer may redeem their Engine Tokens towards any combination of Cloud or Remote Engine instances, so long as Customer does not exceed the total number of Engine Tokens purchased. Any Microservices Generated Code derived or produced from use of the Cloud Service may only be deployed, used, copied or stored within a Remote Engine for which a license of the Software has been purchased.
Interactive User	A user that may search, read, write and delete master data, using the native web user interface in the Software, including participation in workflow processes.
Licensed Users	The number of Authorized Users who may access the Learning Services shall be: (1) The quantity set forth on the Order Form; (2) Equivalent to the sum of (a) the number of Named Users, (b) the number of Talend Data Catalog Concurrent Consumer Users, (c) two (2) times the number of Talend Data Catalog Concurrent Admin Users, and (d) ten (10) times the number of all Concurrent Users excluding Talend Data Catalog Concurrent Users; or (3) Unlimited, provided that Customer has purchased a Learning Services subscription applicable to all Software and Cloud users and Customer's annual fees for all Subscription Services exceeds $200,000 (USD).
Named User	A specific individual identified by a valid e-mail address who can access the Cloud Service or Software regardless of whether the individual is actively logged into a Cloud Service data center or a Talend Administration Center, as applicable, at any point in time.
Non-Production Runtime Non-Production Server	Customer may use the Software for any non-production purpose, including as part of a Warm Backup, in a development environment for proof of concept, quality-assurance, or other testing purposes ("Non-Production Runtime" or "Non-Production Server").
Per Node Limitation	Customer may use the Software for up to the total number of Nodes specified in an Order Form.

License Type	Description
Per Core Limitation	Customer may use the Software for up to the total number of Physical Cores, Virtual Cores, or Container Cores specified in an Order Form, based on Customer's use within (i) a Physical Machine, (ii) a Virtual Machine, or (iii) a Software Container. Customer may not split a single license between a Physical Machine and a Virtual Machine or Software Container. Customer may split a single license across multiple Virtual Machines or Software Containers, so long as Customer does not exceed the Per Core Limitation for each license. Any Microservices Generated Code derived or produced from the Software that is licensed under a Per Core Limitation may only be deployed, used, copied or stored within a Virtual Machine, Physical Machine or Software Container for which a license of the Software has been purchased, subject to the limitations set forth above.
Production Runtime Production Server	Customer may use the Software for any production purpose in an active environment, including use as part of a Hot Backup ("Production Runtime" or "Production Server"). Production Server is used in place of Production Runtime for Talend Data Catalog licenses.
Remote Engine	A runtime (either production or non-production) Node capable of executing Customer workloads that are deployed on the Customer premise by Customer. Such workloads are run outside of the Cloud Service environment.
Rows per Month	Customer may extract data as Extracted Data and load Rows as Loaded Data into the Customer's Server, up to the total number of Rows specified in an Order Form. Updated Rows, copies of existing Rows, and Rows created from de-nesting are all counted towards the total number of Rows per Month.

Definitions

As used in this Exhibit, the following terms shall have the following meanings:

1. "Cores" means the units within the central processing unit that can read and execute program instructions.
2. "Container Cores" means the Core (Physical Machine) or Virtual Core allocated to the Software Container.
3. "Extracted Data" means any Customer Data that Customer enables Talend to access and extract from the Servers to the Platform.
4. "Hot Backup" means use of the Software for failover purposes where the Software is installed on a system that is actively supporting production activity including any two systems that can process requests simultaneously ("active-active").
5. "Loaded Data" means any Customer Data that Talend transfers or loads onto the Servers via the Platform.
6. "Node" is a Physical Machine or Virtual Machine capable of running the Software.
7. "Microservices Generated Code" means a type of Generated Code that is produced or derived from ESB binary code artifacts that are packaged using the Software as a standalone Java executable application using the Spring Boot framework (https://spring.io/projects/spring-boot).
8. "Physical Machine" means a single physical hardware system.
9. "Platform" means the Stitch Inc. proprietary, cloud-based platform.
10. "Repository" means an individual TAC server instance or Talend Data Catalog server instance.
11. "Row" means a row of Loaded Data.
12. "Servers" means the servers owned or controlled by Customer or its third-party hosting providers, which shall host the Customer Data after it is extracted and transferred via the Platform.
13. "Software Container" means an operating system-level virtualization providing resource isolation between multiple instances on the same hardware but otherwise behaving like an operating system and which can execute applications. Software Container includes, without limitation, the following commercial software containers: Docker, LXC (Linux containers), or AWS EC2 Container Service.
14. "Virtual Cores" means the virtual processing power configured to a Virtual Machine.
15. "Virtual Machine" means a hardware virtualization that can run its own operating system and execute applications like a physical machine.
16. "Warm Backup" means use of the Software for failover purposes where the Software is installed on a system that is not actively supporting production activity until activated when the primary system becomes non-operational. Non-Production Server is used in place of Non-Production Runtime for Talend Data Catalog licenses.