

CLOUD SERVICE FLOW DOWN TERMS – INCORPORATED INTO AGREEMENT BETWEEN RESELLER AND END USER

Reseller shall ensure that each End User has agreed to all of the following terms:

1. End User shall use reasonable care not to: (i) use the Teradata Cloud Service for any unlawful, infringing, defamatory or fraudulent purpose, (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (iii) knowingly interfere with or disrupt the integrity or performance of the Teradata Cloud Service; (iv) attempt to gain unauthorized access to the Teradata Cloud Service or its related systems or networks; (v) violate, or encourage the violation of, the legal rights of others; or (vi) use the Teradata Cloud Service to engage in, promote or encourage illegal activity.
2. End User shall not (i) modify, copy or create derivative works based on the Teradata Cloud Service or Teradata intellectual property; (ii) exceed the limitations agreed to in an Order unless otherwise agreed to by the parties in writing; (iii) access or use the Teradata Cloud Service to perform external competitive analysis without Teradata's prior written consent; (iv) disassemble, reverse engineer, decompile or otherwise attempt to extract any of the source code of the Teradata Cloud Service, or access it with the intent to build a competitive product or service, or copy or substantially copy any ideas, features, functions or graphics of the Teradata Cloud Service; or (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Teradata Cloud Service available to any third party unless otherwise permitted in a binding reseller or distributor agreement between End User and Teradata.
3. The Teradata Cloud Service Description (or "Cloud Service Description") is Teradata's standard description for the Teradata Cloud Service in effect at the time of the applicable Order. Teradata may make modifications to the Teradata Cloud Service Description immediately if a modification is required by applicable law, or necessary to improve security, performance, functionality, availability, or reliability of the Teradata Cloud Service. In addition, Teradata may modify the Teradata Cloud Service Description from time to time and will make the most current version thereof available through the Teradata Cloud Service portal. If a modification to the Cloud Service Description materially reduces the features or functions of the Teradata Cloud Service on a general basis, then the Reseller will allow End User to cancel the relevant Orders and the Reseller will provide End User with a pro-rated refund of the fees for Teradata Cloud Service covered by those Orders.
4. End User is responsible for the activities of and effects caused by anyone who End User allows to use the Teradata Cloud Service. End User and its users shall comply with these terms and the applicable Teradata Cloud Service Description with respect to use of the Teradata Cloud Service. End User shall provide secure connectivity to access or transfer data to the Teradata Cloud Service.
5. End User is responsible for determining whether the Teradata Cloud Service ordered will meet its business requirements, data integration; providing standard extracted, transformed, cleansed data for loading into the Teradata Cloud Service; 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 systems and networks interacting with the Teradata Cloud Service; making its own elections regarding backup storage and alternative computing capabilities and business processes in the event that the Teradata Cloud Service is unavailable; and reporting incidents via the Teradata Cloud Service Management portal. In addition, End User shall ensure that the security capabilities in the Teradata Cloud Service fully meet its business needs and its obligation or requirements to protect its data (including encrypting columns containing sensitive information), and shall comply with all local, state, federal, and international laws, regulations, and government orders applicable

to End User's use of the Teradata Cloud Service including those regarding export controls, privacy, and security.

6. The Teradata Cloud Service is not intended to be used for High Risk Activities. Any use of the Teradata Cloud Service for High Risk Activities by the End User will be at the End User's own risk, and the End User will be solely liable for the result of any failure of the Teradata Cloud Service when used for High Risk Activities. "High Risk Activities" means activities where the failure of the Teradata Cloud Service could lead to death, serious personal injury, or severe environmental or property damages.
7. Under certain Teradata Cloud Service offers, End User contracts directly with the Cloud Platform provider for the Site and related services that will host the Teradata Cloud Service. If End User chooses such a Teradata Cloud Service, End User shall ensure that (i) it shall maintain the highest tier of support offered by the Cloud Platform provider for the Term of the Teradata Cloud Service, and (ii) it will look solely to the Cloud Platform provider with respect to any problems or claims related to the Cloud Platform.
8. In addition to any other rights or remedies of Teradata, Teradata may: (i) upon 10 days' written notice, discontinue access to or suspend the Teradata Cloud Service provided to an End User through a Reseller without liability to End User, if any payment owed to Teradata has not been paid per the terms of this relevant agreement and such failure to pay has not been cured during the notice period; or (ii) immediately discontinue access to or suspend the Teradata Cloud Service in order to protect the Teradata Cloud Service from hacking or other cyber-attack or other material adverse impact to the Teradata Cloud Service or other systems or data.
9. IN NO EVENT SHALL TERADATA'S LIABILITY EXCEED THE TOTAL AMOUNT TO BE PAID FOR THE TERADATA CLOUD SERVICE UNDER THE INDIVIDUAL ORDER AT ISSUE FOR THE 12 MONTHS OF SERVICE IN WHICH THE CLAIM OCCURRED.
10. NEITHER TERADATA OR ITS AFFILIATES, EMPLOYEES, CONTRACTORS OR SUPPLIERS, WHEN ACTING IN SUCH CAPACITY, WILL BE LIABLE TO THE END USER OR ITS AFFILIATES, EMPLOYEES, CONTRACTORS OR SUPPLIERS, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING INDIRECT LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY OR OTHERWISE.
11. Each party shall have the right to state that the other party is a customer/supplier including in conference calls and to place the other party's logo on publicly available lists of its customers/suppliers. Each party grants to the other a license to the use of the other's name and logo as contemplated by the purpose of this exhibit in accordance with any logo usage guidelines provided by the first party. The parties will jointly issue a mutually agreed press release describing the general type of products End User has acquired, the nature of the intended deployment of the Teradata Cloud Service, anticipated business benefits, and Teradata's differentiators, and include a quote from both parties. After successful implementation of the initial Teradata Cloud Service, End User will, upon request by Teradata, participate in four of the following activities: customer video, written customer story, analyst report, reference calls, media opportunities, social network opportunities, or other mutually agreed activities. After successful implementation of the initial Teradata Cloud Service, End User has the option to join Teradata's Peer Advantage Program. Unless otherwise agreed in writing or as set out in this Section, neither party will mention or refer to the other with respect to any data warehouse or analytics product, function or usage.
12. End User represents and warrants that it owns or otherwise controls sufficient rights to End User Data and that use of End User Data does not violate any provision herein.
13. End User agrees to the Data Processing Terms set out at <https://www.teradata.com/Privacy/Data-Processing-Addendum>.

14. Teradata and its Affiliates shall be intended third-party beneficiaries of the above terms, and Teradata and its Affiliates shall be entitled to the rights and benefits hereunder and may enforce the terms hereof as if they were parties hereto.

Reseller will notify Teradata of any breach of the foregoing terms by an End User or any material breach (whether by End User or Reseller) of the agreement under which Reseller provides the Teradata Cloud Service to an End User. Reseller will ensure that Teradata and its Affiliates are intended third-party beneficiaries of the above terms, and Teradata and its Affiliates are entitled to the rights and benefits of such terms and may enforce the aforesaid terms as if they were parties to the contract between Reseller and End User.

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