

Teradata Peer Advantage Terms & Conditions

Acknowledgment and Acceptance

By participating in Teradata Peer Advantage as outlined on the website as a member ("Member"), you agree to the terms, conditions, policies and procedures of the program. As the member representative, you are responsible for remaining knowledgeable about the program's terms and conditions. Members will bear all of their costs of participating in the program.

As a part of this program, Teradata may collect certain personal information from you. Your personal information will be collected, stored, and processed in accordance with the Teradata Global Privacy Policy: <https://www.teradata.com/Privacy>.

You understand and acknowledge that Teradata reserves the right to change or terminate the Teradata Peer Advantage program at any time, with or without prior written notice.

All offers are void where prohibited by law.

Teradata reserves the right to disqualify a member who violates these terms and conditions.

Eligibility

Membership is only open to companies that are Teradata customers. As a pre-condition to enrolling and participating, you are responsible for validating that your company policies do not restrict/prohibit participation in this program and the receipt of program rewards—. Teradata will only accept your participation in this program on this basis.

Generally, a company may have only one Peer Advantage membership. The membership will be administered through one account contact known as the "Primary Peer." Employees other than the Primary Peer may participate to earn points for their company. Upon Teradata and the company's agreement, additional Peer Advantage accounts may be created within a member company. One Primary Peer may donate points only to another Primary Peer within the same company.

Teradata employees are not eligible to participate in this program. Government accounts are eligible to participate only if permitted by applicable law and its departmental/agency regulations or other internal policies.

Program Points

The program currency is Teradata Peer Advantage points. The points accrue to the sole benefit of the member company itself and may not be transferred or assigned to any other individual, trust, estate, business or association.

Teradata Peer Advantage Points do not constitute property of the member company, have no fixed value, are not transferable and may not be redeemed for cash.

Each member with Rewards and Cares membership types can earn Teradata Peer Advantage points for completing specific Teradata reference and marketing activities. The Teradata Peer Advantage team will offer Rewards and Cares members opportunities to earn points. The Teradata Peer Advantage team will offer Advocate members opportunities that will not earn points. Requested activities may be accepted or declined at your discretion. The Primary Peer is responsible for coordinating the availability of company resources and personnel related to an accepted activity.

Points are awarded when the requested activity is completed by an employee of the member company and confirmed by a member of the Peer Advantage team. You may notify the Peer Advantage team of a completed activity by sending an e-mail to peer.advantage@teradata.com.

Teradata must be notified of any Peer Advantage account discrepancies within three months of the date on which the claimed points were earned. After three months, the points in dispute will be forfeited.

All questions or disputes regarding eligibility of points for Teradata Peer Advantage or the eligibility of points for accrual, conversion or redemption will be resolved by Teradata at its sole discretion.

Teradata Peer Advantage Points may also be awarded for special offers, promotions or activities advertised on the Teradata Peer Advantage web site, www.peeradvantage.com or when offered by a member of the Teradata Peer Advantage team at the time of a request.

Rewards

You can redeem Teradata Peer Advantage points for membership rewards (valued in U.S. dollars) by visiting the Rewards Center on the members-only web site www.peeradvantage.com.

Only the Primary Peer can redeem Teradata Peer Advantage points on behalf of his/her member company. Only members in good standing will be eligible for Teradata Peer Advantage rewards.

Rewards may be added, deleted or modified during the life of the program. Rewards are subject to availability and/or conditions or restrictions specified by the providing company, sponsor or promoter.

Upon redemption of a reward, Teradata Peer Advantage points will be deducted from your Peer Advantage account.

The sale or barter of any reward or benefit other than by Teradata is prohibited.

Teradata's sole liability under this program shall be limited to the approximate U.S. dollar value (rounded up to the nearest U.S. dollar) of the award chosen.

Limitations

A company must have a Primary Peer to be a member.

Members who do not participate in the program for 24 consecutive months will be

considered inactive and their memberships will cease without notice. Members may reactivate their membership by enrolling online at <https://www.teradata.com/Customers/Peer-Advantage-Enrollment-Form>.

The determination of tax liability for any federal, state or local taxes, as may be applicable, arising out of the accrual or conversion of points, shall be the sole responsibility of the member. Regarding the Teradata Cares Charitable Contribution Reward, Teradata will be eligible for the tax credit associated with this donation since they will be making the cash donation selected by your company.

To the best of Teradata's knowledge, the selected charities listed in this program are well-known global, non-political charities. To the best of Teradata's knowledge, no Teradata personnel who have influence over the selection of those charities stands to benefit personally from them. Peer Advantage members who redeem charitable rewards should not select a charity from which they stand to benefit personally. Charitable contributions are limited to \$5,000 USD annual aggregate cap per customer (or USD \$2,000 for any government/state-owned members).

Teradata Peer Advantage points expire 24 months after they were earned. In addition, the Peer Advantage web site, www.peeradvantage.com will highlight any points scheduled to expire.

Miscellaneous

Teradata shall have a perpetual, worldwide, fully-paid up royalty-free right to copy, display and distribute materials generated as a result of a Member's activities under this program. Teradata may not modify materials without consent of the member company except that Teradata may accurately summarize, edit, quote, excerpt or otherwise reuse such materials.

You and your company will provide reasonable assistance to Teradata in obtaining any permissions that Teradata might need to exercise Teradata's above rights.

The parties will attempt in good faith to resolve any controversy or claim related to the Peer Advantage program by negotiation or mediation. If they are unable to do so, and regardless of the causes of action alleged, the claim, whether arising under this Agreement or otherwise, will be resolved by arbitration before a sole arbitrator in San Diego, California, pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal substantive and procedural law of arbitration. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof, but may include only damages consistent with the limitations in this Agreement. Each party will bear its own attorney's fees and costs related to the arbitration. The obligations to negotiate, mediate and arbitrate shall not apply to claims for misuse or infringement of a party's intellectual property rights. Any claim or action must be brought within two years after the cause of action accrues. This agreement is governed by the laws of the State of New York.

IN NO EVENT WILL TERADATA BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES. TERADATA'S LIABILITY UNDER THIS PROGRAM IS LIMITED TO THE VALUE OF THE ACCRUED POINTS. SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT FULLY APPLY TO YOU.

Teradata is a registered trademark of Teradata Corporation in the United States and other countries.