



MASTER AGREEMENT

CUSTOMER NAME: _____ (“Customer”)

VENDOR NAME: Teradata UK Limited (“Teradata”)

EFFECTIVE DATE: _____ (the “Effective Date”)

The terms of this Master Agreement, including any attachments to it and any amendments to it entered into by the parties, (“this Agreement”) apply to all Products and Third Party Software (as defined in Section 2 below) ordered or acquired from Teradata during the term of this Agreement by Customer or by Customer’s affiliates, authorized lessors or authorized procurement or outsource providers which agree in writing to be bound by the terms of this Agreement. This Agreement may be changed only by written agreement of the parties. This Agreement and any attachments to it become binding on the parties when signed by both of their authorized representatives.

CUSTOMER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer’s Address: _____

TERADATA:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Teradata’s Address: 4th Floor,
3 London Bridge Street, London SE19SG

1. Scope

Products and Third Party Software provided under this Agreement are intended only for delivery destinations in the United Kingdom, not for export, and only for Customer's and Customer's Affiliates' Internal Use. If Customer or Customer's Affiliates wish to i) acquire Products or Third Party Software for export or for other uses, such as resale, sublicensing, or operation of a commercial data center for non-affiliates or ii) obtain access to Teradata or a third-party provider's cloud environment, then Customer will need to enter a separate agreement with Teradata which permits such.

2. Definitions

- 2.1. "Affiliates" means entities which are more than 50%-owned by or more than 50%-owner of an entity signing this Agreement, and entities which are more than 50%-owned by any of the foregoing.
- 2.2. "Confidential Information" has the meaning set forth in Section 18 of this Agreement.
- 2.3. "Deliverable" means a tangible item, including any electronic, computer-coded and other intangible form of it, which is defined as a Deliverable in a statement of work or other Order (e.g., a report or custom-created computer code).
- 2.4. "Delivery" has the meaning set forth in Section 4 of this Agreement.
- 2.5. "Equipment" means computer hardware, including peripherals.
- 2.6. "Internal Use" means use of the Products provided under this Agreement for Customer's and its Affiliates' general business use but does not include use of the Products to conduct service bureau, application service provider, or time-share activities for third parties.
- 2.7. "Order" means a Customer's purchase order form, Teradata's order form, an order addendum, an order exhibit, or a statement of work, together with any Order specific terms, once entered into by the parties.
- 2.8. "Products" means Equipment, Teradata Software, Deliverables, and Services ordered, licensed, or acquired from Teradata during the term of this Agreement.
- 2.9. "Product Support Policies" means the description of available Equipment, and Software Support Services offered by Teradata, and these policies are available at:
<http://assets.teradata.com/resourceCenter/downloads/Product-Support-Policies.pdf>
- 2.10. "Services" means work performed under an Order to install, maintain, support, fix, repair, modify, consult, implement, operate, design, develop, create, program, train, or perform other tasks.
 - a) "Support" means the subcategory of Services under an Order comprised of repair coverage, maintenance, fixes, and support for Equipment and Teradata Software provided during a paid coverage period in accordance with the Product Support Policies.
 - b) "Professional Services" means the subcategory of Services comprised of consulting, development, implementation, and like tasks performed under a statement of work ("SOW") or other Order for such Services.
- 2.11. "Software" means generally-available or pre-written computer programs or other intellectual property which are licensed to Customer under an Order, and, any documentation for these which Teradata provides to Customer.
 - a) "Application Software" means the application Software branded by Teradata. Application Software does not include Database Platform Software.
 - b) "Database Platform Software" means the Teradata database, the Teradata Aster database, Teradata Aster Analytics Software, database tools and utilities Software, data models; as well as

other system Software Teradata delivers for the Teradata Equipment that runs the Database Platform Software.

- c) "Open Source Software" means Software which either are contained on media or in files marked as "Open Source" or are designated as open source on the Order, or are otherwise subject to written free or open source license terms. Open Source Software includes components of LINUX or Hadoop as distributed by Teradata.
- d) "Third Party Software" means computer programs that are branded under the name of third parties and are distributed by Teradata to Customer.
- e) "Teradata Software" means Application Software, Database Platform Software and any Open Source Software that Teradata includes as part of or along with Application Software or Database Platform Software. Teradata Software does not include Third Party Software.
- f) "Teradata Software Upgrade License" means an entitlement to receive copies of new updates and/or upgrades for specified Teradata Software during a paid coverage period as set forth in this Agreement.

3. Orders

Orders will become binding when accepted by both parties in writing (including email or electronic ordering system). Each Order, together with this Agreement and any mutually-entered-into set of Order-specific terms shall serve as the entire standalone agreement between the parties regarding the Products and Third Party Software covered by it and supersedes any other prior oral or written understandings and agreements of the parties regarding those Products and Third Party Software. A facsimile, photocopy, electronic image, email or print-out of an Order request or Teradata's acknowledgement of acceptance will be considered equivalent to an original. Orders may be changed only by written agreement of the parties. If there are any conflicts between the mutually agreed Order-specific terms and the provisions of this Agreement, then such Order-specific terms shall apply and take precedence over the conflicting provisions of this Agreement with respect to that Order. Other than with respect to the mutually agreed Order-specific terms, provisions on Customer's purchase order forms or on Teradata's order forms, such as preprinted terms and conditions typically found on their reverse side, shall not apply and are superseded in their entirety by the provisions of this Agreement.

4. Delivery

- 4.1. "Delivery" for Equipment and shipped Software will occur when the Products are delivered to your ship-to address, as stated in the Order.
- 4.2. "Delivery" for downloadable Software, and Deliverables occurs when the Products or Third Party Software are tendered to Customer (*e.g.*, by providing Customer with access instructions, links/web-addresses, and any necessary passwords).
- 4.3. "Delivery" for Services occurs when the Services are performed. Support is deemed performed on a monthly prorated basis over the then-applicable periodic (*e.g.*, annual) billing period.
- 4.4. Teradata will use commercially reasonable efforts to deliver Products and Third Party Software by the Delivery date(s), if any, set forth in an Order. If Teradata materially misses a firm Delivery date set forth in an Order, then Customer may, upon written notice provided to Teradata before Delivery which affords Teradata at least 15 additional days to cure, cancel that Order without further obligation or liability by either party. Unless expressly otherwise set forth in the Order, pre-Delivery cancellation as set forth in this paragraph is the sole remedy for a missed Delivery date.

5. Title, Risk of Loss & License Commencement

Title to Equipment passes upon their Delivery. Risk of loss for Equipment, Software, and Deliverables passes upon their Delivery. Licenses to Software and Deliverables commence upon their Delivery.

6. Teradata Software

- 6.1. Licenses. Teradata grants Customer a non-exclusive, non-transferable, term (unless otherwise set forth in an Order or exhibit), worldwide license for the period of time stated in an Order to use Teradata Software in object code form for Customer's Internal Use. Customer may make archival backup copies of Teradata Software. Customer may only use Teradata Software in accordance with the limitations set out in this Section as well as an Order.
 - 6.1.1. *Subscription-Based License* – A Subscription-Based License allows Customer the right to Software for only the period of time as defined in an Order. Subscription-Based Licenses include Premier 7x24 Software Support and Teradata Software Upgrade License(s).
 - 6.1.2. *Perpetual License* – A Perpetual License allows Customer the right to use the licensed Software indefinitely under the terms of this Agreement. Perpetual Licenses do not include Software Support or Teradata Software Upgrade Licenses, which must be purchased separately.
 - 6.1.3. *Performance Measure* – Certain Teradata Database Platform Software is licensed subject to performance measurements such as number of processing units of a specific configuration (for example, physical cores in a CPU, CPUs, nodes and models), or standard processing performance measure such as TCORE.
 - 6.1.4. *System Capacity* – Certain Teradata Database Platform Software is licensed subject to a limitation on the percentage of processing and/or storage input/output capacity of the Teradata Equipment delivered with such Software.
 - 6.1.5. *Single System Use* – Unless otherwise specified in an Order, Teradata Database Platform Software is licensed for use on only one system at a time.
 - 6.1.6. *Data Models* – Data models are licensed on a perpetual basis *only* for Customer's Internal Use.
 - 6.1.7. *Use, User, Size Restrictions*. Application Software is licensed subject to use, size, and/or user restrictions as set out in an Order. A user is a particular, named, employee, agent, or consultants of Customer who will use the Application Software solely for the benefit of the Customer. Customer may reassign a user license to another user.
 - 6.1.8. *Open Source Software*. Open Source Software is licensed to Customer subject to the applicable open source license terms accompanying it, included with it, or referenced in it. Nothing in this Agreement shall limit or otherwise affect Customer's rights or obligations, or conditions to which Customer may be subject, under such open source license terms.
- 6.2. License terms for Teradata Software also apply to any fixes, patches, derivatives, updates and upgrades for them to which Customer is entitled under an Order or which Teradata otherwise provides to Customer.
- 6.3. Except for the express license grants set forth in an Order, Teradata and its suppliers retain ownership of and all rights to Teradata Software, including methodologies, processes and templates used by Teradata and/or its suppliers to create or modify them or which are incorporated into or embodied in them. Except as expressly set forth in this Agreement or in an Order, or as specifically required by applicable local law or applicable open source license terms, Customer may not: i) disclose, distribute, license, or transfer any Teradata Software to any third party or modify Teradata Software,

ii) disassemble, decompile or otherwise reverse engineer the Teradata Software in order to obtain source code or trade secrets, or iii) remove any copyright or other proprietary right notice contained in the Teradata Software or any media.

6.4. Invoicing and Termination for Subscription Licenses.

6.4.1. Fees for Subscription Licenses cover the period of time specified in the Order and are invoiced periodically in advance as set forth in the order. If an Order specifies pricing for future years, Teradata agrees to offer Customer that pricing for the designated year.

6.4.2. Either party may terminate an Order for a Subscription License for material breach by the other party upon 30 days prior written notice. The other party shall have an opportunity during this notice period to cure the breach. If the breach is cured during such period, the notice shall not be effective.

6.4.3. All pre-paid fees under an Order for Subscription Licenses are non-refundable, except in the event that Customer terminates for Teradata's uncured breach; in which case, Teradata will refund a pro-rated portion of the prepaid fees for the affected Order that are no longer covered.

6.4.4. If Customer terminates an Order for a Subscription License without cause and the pre-paid fees do not cover the entire term of such ordered Subscription License period, then Customer will also owe a cancellation fee equal to the balance of the unpaid fees owed for the Subscription License for that Order period.

7. Third Party Software

Teradata shall provide Third Party Software specified in an Order in accordance with the Order, Delivery, Payment, and Infringement Claims terms of this Agreement. Third Party Software is licensed by the original manufacturer thereof and is subject to the manufacturer's standard license agreement. Teradata disclaims all warranties, express or implied, including those regarding title, non-infringement, merchantability and fitness for a particular purpose relating to any Third Party Software. Subject to section 15.2(c), Teradata's maximum liability to Customer with respect to Third Party Software shall be the license fees paid by Customer to Teradata for such Third Party Software.

8. Teradata Software Upgrade License

8.1. For Teradata Software covered by a Software Upgrade License, Customer is permitted to order, at no additional charge, any major or minor releases that Teradata makes generally commercially available for such Teradata Software, if any, provided that Customer has paid all applicable fees due at the time of such Order. The license and other terms that apply to any releases provided under these Teradata Software Upgrade License terms shall be the same terms as apply to the original Teradata Software. In the event Customer's license to the original Teradata Software ordered terminates, a Teradata Software Upgrade License to such Software also terminates upon the same effective date of termination.

8.2. A Teradata Software Upgrade License is available only for certain Teradata Software. Upon Customer's request, Teradata will inform Customer of which Teradata Software is eligible for a Teradata Software Upgrade License.

8.3. Customer must ensure that the system(s) on which it may install the new releases of Teradata Software covered by Teradata Software Upgrade Licenses are properly upgraded and have all necessary ancillary software to operate such new releases.

8.4. Invoicing, Term, and Termination of Teradata Software Upgrade License for Perpetual Software Licenses.

- 8.4.1. The initial term for a Teradata Software Upgrade License Order will be 3 years unless a different term is specified in the Order. If an Order specifies pricing for future years, Teradata agrees to offer Customer that pricing for the designated year. A Teradata Software Upgrade License Order will continue to automatically renew for additional 3 year periods at the end of the initial term, or any renewal term, unless either party elects to terminate such Order(s). A Teradata Software Upgrade License will be invoiced on an annual basis near the beginning of the initial coverage period under the Order (*e.g.*, annually for each year of a 3-year initial coverage period).
- 8.4.2. Either party may elect not to renew a Teradata Software Upgrade License Order at the expiration of the applicable term by providing the other party with at least 90 days written notice prior to the end of such term.
- 8.4.3. Either party may terminate a Teradata Software Upgrade License Order for material breach by the other party upon 30 days prior written notice. The other party shall have an opportunity during this notice period to cure the breach. If the breach is cured during such period, the notice shall not be effective.
- 8.4.4. Customer may terminate a Teradata Software Upgrade License Order without cause. All pre-paid fees under Teradata Software Upgrade License Orders are non-refundable. If Customer terminates a Teradata Software Upgrade License Order without cause and the last pre-paid fee does not cover a full 1 year period, then Customer will also owe a cancellation fee equal to the balance of the unpaid fees owed for Teradata Software Upgrade License for that 1 year period. *In the event that Customer terminates for Teradata's uncured breach, Teradata will refund a pro-rated portion of the prepaid fees for the affected Order that are no longer covered. Any such termination will not affect Teradata Software Upgrade License contracted for under any other Order.*
- 8.4.5. If Customer has not had Teradata Software continuously covered by a Teradata Software Upgrade License Order since Customer licensed such Software, Teradata may charge Customer an additional Teradata Software Upgrade License fee to cover the time when no Order for Teradata Software Upgrade License was in place for such Software.

9. Support Services

- 9.1. This Section describes the terms and conditions applicable to Teradata's Equipment, and Software Support Services and to optional Support Services as detailed in the Product Support Policies.
- 9.2. An Order for Support will specify the Products, the applicable service level, the elected Optional Service Enhancements (if any) and the rates. For the initial Order, the ordered Support Services shall commence upon Delivery of the Products that are subject to such Support Services unless such commencement date is otherwise specified within the Order.
- 9.3. An Order for Support Services may cover Backup/Archive/Restore ("BAR") Products, such as servers, backup or tape management software, disk or tape libraries, disk cabinets and other related products ("BAR Products"). However, as described in the Product Support Policies, certain Support may not be available for all BAR Products. BAR Software may be licensed from a third party ("Third Party BAR Software") or bear the copyright or logo of Teradata ("Teradata BAR Software").
- 9.4. Fees for all Support Services not included with a Subscription License are invoiced and payable annually in advance; out of scope Services are invoiced as incurred. The initial term for an Order for Support Services will be one year unless a different term is specified in the Order. If an Order specifies pricing for future years, Teradata agrees to offer Customer that pricing for the designated year. An Order for Support will continue to automatically renew for such Support for additional one year periods at the end of the initial term, or any renewal term, unless either party elects to terminate

such Order(s). Annual fees for Support after the initial Order term will be adjusted to reflect the increase in CPI plus 2%. Such CPI plus 2% adjustment will occur at the beginning of each renewal period. "CPI" is the Consumer Price Index,

- a) Customer may terminate an Order for Support Services without cause on 60 days prior written notice to Teradata.
 - b) Either party may elect not to renew an Order for Support Services at the expiration of the applicable term by providing the other party with at least 90 days written notice prior to the end of such term.
 - c) Either party may terminate an Order for Support Services for material breach by the other party upon 30 days prior written notice. The other party shall have an opportunity during this notice period to cure the breach. If the breach is cured during such period, the notice shall not be effective.
 - d) All pre-paid fees under an Order for Support Services are non-refundable, except in the event that Customer terminates for Teradata's uncured breach; in which case, Teradata will refund a pro-rated portion of the prepaid fees for the affected Order that are no longer covered. Any such termination will not affect Services contracted for under any other Order.
 - e) If Customer terminates an Order for Support without cause in any one year period and the pre-paid fees do not cover the entire term of such one year period, then Customer will also owe a cancellation fee equal to the balance of the unpaid fees owed for the Support Services for that one year Order period.
- 9.5. Any changes to Product Support Policies by Teradata will not result in a material reduction to the level of the Support Services provided to Customer for supported Products during the contracted support period specified in an Order provided Customer pays the fees due for such Support Services.

10. License Use Reporting and Audit

- 10.1. Reporting. At Teradata's written request, not more frequently than once annually, Customer shall furnish Teradata with a signed certification verifying that the Software is being used pursuant to the provisions of this Agreement. If available, Customer will use reporting features contained within the Software to generate and deliver such reports.
- 10.2. Audit. During the term of the Agreement and for a period of 1 year thereafter, Customer will maintain complete and accurate books, records and electronic backups in connection with its use of the Software, in sufficient detail to permit Teradata to verify Customer's compliance with the terms and conditions of this Agreement. Teradata and its agents will have the right to inspect Customer's facilities, equipment and relevant records, including access to the Software, no more than once annually to verify compliance with the terms and conditions of this Agreement, including the amounts payable to Teradata hereunder. Any such audit will be conducted during regular business hours at Customer's offices, will follow Customer's reasonable security requirements, and will not interfere unreasonably with Customer's business activities. All information disclosed to Teradata shall be treated as Customer Confidential Information. If an audit reveals that Customer has underpaid the total fees or charges to Teradata, then Customer will pay the underpaid amount and will also pay Teradata's reasonable costs of conducting the audit if the underpayment is more than 5% of the amount that should have been paid for the period covered by the audit, and Teradata shall, in addition to any other rights or remedies it may have, be entitled to conduct an additional audit within the same year.

11. Professional Services

- 11.1. Customer may order Professional Services by executing a mutually agreed to SOW or other Order. The SOW will specify the Services and Deliverables Teradata will perform, the responsibilities of the Customer, and the applicable fee structure and estimated schedule. If Customer wants to add any services not directly ordered in an SOW, or change the Services ordered under an SOW, the parties will execute a mutually agreed change control document.
- 11.2. Unless otherwise set forth in an SOW, Teradata grants Customer a non-exclusive, perpetual, worldwide license to copy, modify and use the Deliverables for Customer's Internal Use. Teradata may provide similar services or deliverables to other persons so long as Teradata does not infringe Customer's intellectual property rights. Except for the express license grants set forth in an Order, Teradata and its suppliers retain ownership of and all rights to the Deliverables, including methodologies, processes and templates used by Teradata and/or its suppliers to create or modify them or which are incorporated into or embodied in them. Customer may not i) disclose, distribute, license, or transfer any Deliverable to any third party, except as expressly set forth in this Agreement or in the Order, or ii) remove any copyright or other proprietary right notice contained in the Deliverable or any media.
- 11.3. While on Customer's site, Teradata personnel will comply with any safety or security policies that Customer provides to Teradata. Customer will provide such policies in writing in advance of Teradata's arrival on site.
- 11.4. During the performance of an SOW, and for a period of 1 year thereafter, each party agrees not to solicit the hiring, either as an employee or contractor, of any employee or subcontractor of the other party who is directly involved with the Services or Deliverables under an SOW, except with the prior written consent of such other party. Notwithstanding the foregoing, it shall not be a violation of this Section if either party employs the other party's employee or contractor as a result of that person's response to an employment campaign or effort by Teradata or Customer that was not specifically targeted at such employee.
- 11.5. Teradata shall maintain complete and accurate books and records of the fees and expenses related to the Professional Services and shall retain such records for a minimum period of 2 years from the date of the corresponding invoice. Upon reasonable prior written notice, Customer, its auditors and any relevant federal and state regulatory authorities ("Auditors") may have reasonable access during normal business hours to inspect such records once per year. Teradata shall reasonably cooperate with Auditors in the conduct of such examination and audit. The Auditors shall hold all information disclosed by Teradata and the results of any audit in confidence, and shall report to Customer only whether or not Teradata is in compliance with this Agreement and, if not, in what manner and to what extent. If any audit under this Section determines that Teradata has incorrectly charged the Customer, Teradata will reissue a correction invoice and the parties shall refund amounts due within 45 days of such invoice. If any such overcharge exceeds 5% of the total amount charged to Customer under this Agreement, then Teradata will reimburse Customer for reasonable out of pocket costs of such audit.

12. Warranties and Support

- 12.1. Teradata warrants that:
 - a) Each Product will conform to its published specifications, to any user documentation for it which is provided to Customer by Teradata, and to any other mutually agreed upon requirements set forth in the applicable SOW or Order for it;
 - b) Equipment and Software media will be free from defects in material and workmanship, and any refurbished or used parts will function equivalently to new;

- c) Services will be performed in a professional manner consistent with industry standards by trained and experienced personnel who have been subject to reasonable industry standard background checks at the time of hire;
 - d) Except for any purchase money security interest retained by Teradata, title to Equipment will be clear at the time of Delivery and Teradata has all rights necessary to sell, license and distribute the Products; and
 - e) To the best of its knowledge, at the time of Delivery there are no viruses in any portion of the Teradata Software and that it has used commercially reasonable efforts to ensure that the Teradata Software is free of computer viruses and has undergone virus checking procedures consistent with industry standards. The term "virus" as used hereunder means any computer code with an undocumented feature designed to a) disable, disrupt or damage Customer's use of the Teradata Software or Customer's computer or network, or b) damage or destroy any data or files residing on Customer's Equipment without Customer's consent. Teradata further warrants that to the best of its knowledge, Teradata Software does not contain any undocumented "back door," "time bomb," "drop door" or other malicious software routine designed to disable the software or to permit unauthorized access, to disable, erase or otherwise harm the Teradata Software, Equipment, or data.
- 12.2. The Product warranties in Section 12.1 (a) - (c) commence upon its Delivery and continue for 90 days for Equipment and for 30 days for Teradata Software, Services, and Deliverables. Teradata may make upgraded Product warranties available to Customer on terms, including additional warranty upgrade charges, as set forth in an Order.
- 12.3. Customer shall submit warranty claims within a reasonable time of the Product's non-conformance via Teradata's web portal (*Teradata @ Your Service*). Teradata will work on warranty claims during Teradata business hours, with a standard response time of next business day.
- 12.4. For the above warranty claims, Teradata will, at no additional charge to Customer, correct, re-perform, repair, or replace the nonconforming Product to make it conform.
- a) If Teradata fails to conform Equipment, Teradata Software, or Deliverable to its warranties within a reasonable time after receiving Customer's warranty claim, Customer may return it to Teradata, and after it is returned to Teradata, Teradata will refund the amount paid to Teradata for it.
 - b) If Teradata fails to conform Services to its warranties within a reasonable time after receiving Customer's warranty claim, Customer may request a refund of amounts paid for the Services that do not meet the warranty, and Teradata will refund the amount paid to Teradata for it. A warranty refund for a nonconforming Service paid for on a recurring basis will not exceed the pro-rated portion of the advance payment made to Teradata for it for the then-current periodic (*e.g.*, annual) billing period.
- 12.5. Warranty and Support Exclusions. Teradata's warranties and Support do not cover any problem with or damage to a Product to the extent caused by: a) negligence, abuse, misuse, improper handling, improper use, improper storage or modifications by anyone other than Teradata or its contractors, b) failure to operate a Product in accordance with its documentation, c) failure to operate Products within a site that complies with manufacturer's specifications, or d) fire, water, acts of God, war, terrorism, catastrophic events, or acts or omission of others.
- 12.6. The sole and exclusive warranties and warranty remedies are set forth in this Agreement and in Orders. There are no warranties of merchantability or fitness for a particular purpose. There are no other warranties or warranty remedies, oral or written, express or implied. Teradata does not warrant that any Product or item ordered will i) yield any particular business or financial results, ii) be free

from all bugs and errors, or iii) operate without interruption, or that data, reports or analysis will be totally accurate.

13. Out of Scope

Unless otherwise agreed upon in an Order, Teradata is not responsible for (a) data used in connection with a Product or Third Party Software, including Customer's compliance with applicable laws, regulations, or other duties or restrictions which apply to Customer's use, disclosure, or distribution of data; (b) Customer's export of Products, Third Party Software or information; or (c) disposal of Products.

14. Infringement Claims

- 14.1. Teradata will, at its expense, defend, indemnify and hold Customer harmless from any claim or suit brought against Customer alleging that a Product or Third Party Software infringes a patent, copyright or trade secret, and Teradata will pay all costs and damages in a settlement or award resulting therefrom, if Customer promptly notifies Teradata of the claim and gives Teradata reasonably requested information and cooperation and sole authority to defend and settle the claim.
- 14.2. In handling the claim, Teradata may obtain, at no additional charge to Customer, the right for Customer to continue using the Product or Third Party Software at issue, or replace or modify it so that it becomes non-infringing. If Teradata is unable to reasonably secure those remedies, and if Customer must discontinue use of an infringing Product or Third Party Software then, in addition to providing the defense and indemnification set forth above, Teradata will also refund, on a 5 year straight-line depreciation basis, the price paid to Teradata for the infringing Product or Third Party Software.
- 14.3. Teradata's indemnification does not apply, and Customer correspondingly will defend, indemnify and hold Teradata harmless, to the extent that the alleged infringement is caused by: use of a Product or Third Party Software in connection with goods, computer code, or services not furnished by Teradata; Teradata's compliance with Customer's designs or specifications; or, modifications by anyone other than Teradata or its contractors.
- 14.4. Each party's obligations and liabilities to the other for third party intellectual property infringement claims, and each party's rights and remedies against the other for such claims, are solely and exclusively as set forth in this section of this Agreement.

15. Mutual Liability Limitations

- 15.1. Neither party (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this agreement) will be liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this agreement) for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue (other than the profits and revenue included in the price for an action by Teradata to recover payment of a price owed) or loss of time, opportunity or value of data, whether in an action in contract, tort, product liability, strict liability, statute, law, equity or otherwise. Neither party will be cumulatively liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this agreement) for any amount greater than the purchase price, fees and charges set forth in the Order(s) at issue.
- 15.2. Notwithstanding the above provision of this Section, a party's liability for:
 - a) personal injury, including death to the extent caused by its negligence or willful misconduct is not limited by this Section;
 - b) physical damage to tangible real or personal property to the extent caused by its negligence or willful misconduct is limited to direct damages up to £1,000,000 per occurrence;

- c) an express obligation under this Agreement to indemnify, defend and hold the other harmless from third party intellectual property infringement claims is not limited by this Section or Section 7; and
 - d) violating the other party's intellectual property rights or intentionally breaching the confidentiality provisions of this Agreement is not limited by this Section.
- 15.3. Each clause of this section is separate from each other clause of this section and from the remedy limitations and exclusions elsewhere in this agreement, and will apply notwithstanding any failure of essential purpose of a remedy or any termination of this Agreement.

16. Invoices & Payments

- 16.1. Except as otherwise agreed by the parties, Products and Third Party Software will be invoiced upon their Delivery.
- 16.2. Customer will pay invoices within 30 days after the date of invoice. Teradata will be entitled to charge late fees on amounts properly due under an Order and which are set forth in a correct invoice if Customer fails to pay the amounts when due. Late charges will be the lower of 1.5% per month of the unpaid amount, or any applicable limit imposed by law.
- 16.3. Unless the Order expressly provides otherwise, Product and Third Party Software prices do not include, and Customer will be invoiced for, freight, and installation charges, as well as any applicable sales, use, and like taxes (but not for taxes on Teradata's or its suppliers' or contractors' net income, nor for import/export duties on any Products or Third Party Software).
- 16.4. Teradata retains a purchase money security interest in ordered Products and Third Party Software and may record a financing statement to perfect its security interest in them. The security interest will be fully satisfied and dissolved when Teradata receives payment of the purchase price for the Products and Third Party Software. If Teradata records a financing statement to perfect its security interest in Products and Third Party Software, then it also shall record a corresponding release of its security interest within 30 days after it has been paid in full for them.
- 16.5. If Customer defaults on Customer's payment obligations which are not disputed in good faith and in writing before the payment is first due, and if Customer fails to cure such default within 15 days after Customer receives written notice of default, then Teradata may repossess the Products and Third Party Software for which Customer is in default, terminate licenses for which Customer is in default, suspend performing not-yet-fully-paid-for Services, and suspend delivery of not-yet-fully-paid-for items.

17. Assignments; Transfers

- 17.1. Customer may only, after providing Teradata with written notice, assign or transfer some or all of Customer's rights or duties under an Order to Customer's Affiliates, lenders, lessors, outsourcers or other contractors which are not direct competitors to Teradata with respect to such Products and which have agreed in writing to be bound by the terms of the Order, including its license restrictions and confidentiality terms, provided that any transferred Teradata Software and Deliverables are used only for Customer's and/or Customer's Affiliates' Internal Use.
- 17.2. Customer may, after providing Teradata with written notice, transfer Teradata Software installed on Equipment to a third party along with transfer of that Equipment, but only if the third party first agrees in writing with Teradata to the terms of the Order, including its license restrictions and confidentiality terms, and only if it first pays Teradata re-license fees if the Teradata Software is to be used for any purpose other than Customer's or Customer's Affiliates' Internal Use.
- 17.3. These rights to assign or transfer are conditioned upon Customer giving Teradata commercially reasonable advance written notice and Teradata not objecting in writing within 10 days after its

receipt of that notice. Teradata will not unreasonably object to proposed assignments or transfers, but reserves the right to require that the assignee: meet Teradata's creditworthiness and payment security requirements; and, provide written assurances that Teradata's intellectual property rights will be honored.

- 17.4. Teradata may use contractors, resellers and/or suppliers ("Contractors") to fulfill its Product and/or Order obligations, but in such event Teradata will assure Contractors are bound to confidentiality obligations consistent with this Agreement with respect to protection of Customer's Confidential Information, Teradata will be solely responsible for Contractors to the same extent as Teradata would be if it had provided the Products at issue directly to Customer, and Contractors will have no greater rights against Customer or owe greater obligations to Customer than would Teradata if Teradata had provided the Products at issue directly to Customer.

18. Confidentiality

- 18.1. "Confidential Information" is proprietary information disclosed by a party to the other related to the disclosing party, this Agreement, Products, Third Party Products, or an Order, including without limitation technologies, methodologies, business plans, business records, requests for proposals ("RFPs"), requests for information ("RFIs"), responses to RFPs and/or RFIs, bids, pricing and discussions regarding potential future business between the parties. Customer's data values stored in or processed by computers, individually identifiable information, personal data, customer records/lists, financial/account records, employee records, medical/health records, business plans, pricing, software in human-readable form (e.g., source code), data models, diagnostic tools, and any other information that, by its nature or on its face, reasonably should be understood by the receiving party to be confidential will be considered Confidential Information whether or not it is marked as such. Otherwise, Confidential Information disclosed in documents or other tangible form must be marked as confidential at the time of disclosure, and Confidential Information in oral or other intangible form must be identified as confidential at the time of disclosure, and summarized in tangible form marked as confidential and delivered to the recipient within 10 days after disclosure.
- 18.2. Confidential Information does not include information that is or becomes available without restriction to the recipient or another through no wrongful act.
- 18.3. Each party will use reasonable efforts to prevent the disclosure of the other's Confidential Information to third parties and its employees who do not have a need to know it, but may disclose it for confidentiality-protected financial, legal, compliance and/or tax reviews, advice, disclosures and audits, or to the extent compelled by process of law, provided that the original disclosing party is given advance written notice of such unless such notice is prohibited by law.
- 18.4. Except as expressly set forth in a writing mutually entered into by the parties, all Confidential Information remains the disclosing party's property. Upon the disclosing party's request, all Confidential Information (other than materials that have been licensed to the recipient and with respect to which the recipient is in full compliance with its obligations under this Agreement and the applicable Order) will be destroyed or returned to the disclosing party, less a single archival copy which may be used only for purposes of business discussions with the other party and/or addressing compliance issues or disputes related to that Confidential Information.
- 18.5. Confidentiality obligations under this Agreement with respect to data values stored in or processed by computers, individually identifiable information, personal data, customer records/lists, financial/account records, employee records, medical/health records, business plans, software in human-readable form (e.g., source code), data models, and diagnostic tools will continue indefinitely. Otherwise, confidentiality obligations under this Agreement will end 3 years after the date of disclosure.

- 18.6. Each party shall have the right to state that the other party is a customer/supplier directly or as part of conference calls and to place the other party's logo on publicly available lists of its customers/suppliers. After successful implementation of the initial set of Products, the parties will jointly issue a mutually agreed press release describing the general type of products Customer has acquired from Teradata, the overall aggregate value of an Order, and a general description of the nature of the intended deployment of the products covered by an Order. After successful implementation of the initial set of Products, Customer will participate in 4 of the following activities: customer video, written customer story, Teradata Magazine article, analyst report, reference call, media opportunities, social network opportunities, or other mutually agreed activities.
- 18.7. Either party may disclose Confidential Information to its Affiliates subject to the confidentiality terms of this Agreement, and to its contractors which are not direct competitors to the other party, which have a need to know the Confidential Information related to performance under this Agreement, and which agree in writing to confidentiality obligations consistent with this Agreement. Customer may also disclose Teradata Confidential Information to Customer's consultants solely to support Customer's Internal Use of Products, provided that the consultants are not direct competitors to Teradata with respect to the Products at issue and they agree in writing to be bound by the terms of this Agreement and applicable Orders, including their intellectual property and confidentiality provisions. Each party will be deemed an intended third party beneficiary of any such agreement and shall have the right to directly enforce it.

19. Insurance & Employees

- 19.1. Each party will, at its own expense, maintain not less than: statutory employee liability insurance coverage; statutory minimum automobile insurance coverage regarding its vehicles used in relation to this Agreement or an Order; and, \$1 million per occurrence in General Liability insurance coverage.
- 19.2. The parties are independent contractors to one another. Employees of one will not be deemed to be or act as employees or other representatives of the other. A party will not, with respect to the other's employees or contractors, be responsible for: compensating them; providing insurance or benefits for them; making unemployment, social security or healthcare contributions for them; or, withholding income taxes or other taxes or withholdings against earnings regarding them.

20. Notices

All notices made under this Agreement or Orders will be in writing and deemed provided on first receipt. Teradata will send notices to Customer at the address on the face of this Agreement and to any other address designated in writing by Customer, and Customer will send notices to Teradata at its local address through which it handles Customer's account (e.g., to Customer's local Teradata account executive) or any other address designated in writing by Teradata, with an additional copy to: General Counsel/Notices, Teradata Operations, Inc., 10000 Innovation Drive, Miamisburg, OH 45342; email: law.notices@teradata.com. Either party may change or supplement its notice address(es) and other contact information by delivering written notice of such to the other.

21. Governing Law; Disputes

- 21.1. English law will govern the interpretation and enforcement of this Agreement and Orders under it.
- 21.2. In the event of a claim, controversy or dispute arising out of or related to this Agreement, an Order or a Product, each party agrees to give the other prompt notice of such, and both agree to meet and confer promptly to engage in good faith negotiations to try to resolve the matter. If negotiation does not result in a resolution within 15 business days of when one party first notifies the other in writing of the controversy or claim, you and TERADATA will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (London) Model Mediation Procedure.

21.3. Neither party may bring a claim more than 2 years after the underlying cause of action first accrues.

22. Force Majeure

Neither party will be liable for failing to fulfill its obligations (other than obligations to make payment) due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond its reasonable control. The party suffering a force majeure event i) will give notice to the other party, stating the period of time the occurrence is expected to continue, and ii) will use diligent efforts to end the failure or delay and to ensure the effects of such event are minimized. If a force majeure event continues to prevent performance of an obligation for more than 30 days, either party may terminate this Agreement and/or the relevant Order.

23. Severability, Survival & Waiver

If any provision of this Agreement or of an Order is held to be illegal, invalid or unenforceable, it will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions will remain in full force and effect. Terms intended by the parties to survive termination of this Agreement or of an Order will survive termination. Failure to enforce any provision of this Agreement or of an Order shall not constitute a waiver of future enforcement of that or any other provision.

24. Termination

Either party may terminate this Agreement by providing the other with at least 30 days advance written notice. Termination will not end or change either party's rights or duties which accrue during the term of this Agreement, arise under Orders entered into during the term of this Agreement, or relate to Products or Third Party Software provided during the term of this Agreement. Except as limited by law, upon a party's insolvency, receivership or bankruptcy, the other party may immediately terminate any outstanding Order.