

Software: teradatagenai

IMPORTANT - READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING, DOWNLOADING, OR USING THE SOFTWARE. TERADATA WILL LICENSE THE APPLICABLE SOFTWARE TO YOU (AS DEFINED BELOW) ONLY IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND MEET THE CONDITIONS FOR USING THE SOFTWARE DESCRIBED BELOW. BY INSTALLING, DOWNLOADING, OR USING THE SOFTWARE, YOU (1) AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (2) REPRESENT AND WARRANT THAT YOU POSSESS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU, YOUR EMPLOYER (WHEN ACTING ON BEHALF OF YOUR EMPLOYER), AND/OR A TERADATA-AUTHORIZED LICENSEE (WHEN YOU AND YOUR EMPLOYER ARE ACTING ON BEHALF OF A TERADATA-AUTHORIZED LICENSEE). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, OR USE THE SOFTWARE.

IMPORTANT – BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE:

- **YOU ACKNOWLEDGE THAT THE SOFTWARE YOU ARE INSTALLING, DOWNLOADING OR USING FROM TERADATA IS SUBJECT TO THE RESTRICTIONS AND CONTROLS IMPOSED BY UNITED STATES EXPORT REGULATIONS.**
- **YOU CERTIFY THAT:**
 - **YOU DO NOT INTEND TO USE THE SOFTWARE FOR ANY PURPOSE PROHIBITED BY UNITED STATES EXPORT REGULATIONS, INCLUDING, WITHOUT LIMITATION, TERRORISM, CYBER-ATTACKS, CYBER-CRIMES, MONEY-LAUNDERING, INDUSTRIAL ESPIONAGE, OR NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS PROLIFERATION.**
 - **YOU ARE NOT LISTED AS A DENIED PARTY ON ANY LIST GOVERNING UNITED STATES EXPORTS.**
 - **YOU ARE NOT A NATIONAL OF ANY COUNTRY OR IN ANY COUNTRY THAT IS NOT APPROVED FOR EXPORT OF THE SOFTWARE.**

This License Agreement (“Agreement”) is a legal contract between you, or as applicable on behalf of your employer and any Teradata-authorized licensee for whom your employer is acting on its behalf (“You,” “Your,” and “Yours”) and Teradata Operations, Inc. (“Teradata”) for the Software. “Software” refers to the applicable software product identified either above or on the site where this Agreement is located, which consists of computer software code in object code form only, as well as associated media, printed materials, and online or electronic documentation. The term “Software” also includes any and all error corrections, bug fixes, updates, upgrades, or new versions or releases of the Software (collectively and individually, “Enhancements”) that Teradata may elect in its sole discretion to provide you. Teradata is under no obligation to provide you with Enhancements under this Agreement. By accepting this Agreement, you represent and warrant that you possess the authority to enter into this Agreement on behalf of your employer and any Teradata-authorized licensee for whom you and/or your employer are acting on their behalf.

“**Scenario (i)**”: If you are downloading the Software on behalf of a Teradata-authorized licensee that has already purchased a license to the Software pursuant to an executed master agreement (“Master Agreement”) with Teradata or one of its affiliates, the terms of such master agreement prevail over this Agreement.

“**Scenario (ii)**”: If **Scenario (i)** does not apply to you, then this Agreement and the terms of use for the site from which you downloaded the Software (“General Terms of Use”) constitute the entire understanding of the parties with respect to the Software and Services, and supersede all other prior agreements and understandings whether oral or written. For clarity, Section 2.a.(i) does not apply to you. For example, individuals that have downloaded a copy of the Teradata Express version of the Teradata Relational Database product fall within this **Scenario (ii)**.

1. **Term.** This Agreement commences on the earliest date of the first download, first copying, first installation, or first use of the Software (the “Effective Date”). Unless terminated earlier as provided herein, this Agreement,

including your license to the Software, will expire or terminate on the first to occur of: (i) the same date that your Teradata-authorized license to use the Teradata Relational Database product expires or terminates or (ii) in accordance with the terms of this Agreement.

2. License.

(a) Teradata grants you a nonexclusive, nontransferable, paid up license:

(i) If **Scenario (i)** applies – to the Software in accordance with all of the terms and conditions of the Master Agreement.

(ii) If **Scenario (ii)** applies - subject to your compliance with all of the terms and conditions of this Agreement, to install and use the Software on your computer workstation in object code form for your internal use solely for purposes of facilitating your Teradata-authorized license to use the Teradata Relational Database product. You may make reasonable archival backup copies of the Software, but may only use an archival copy in lieu of your primary copy and subject to the same restrictions as your primary copy.

(b) The term "Third Party Software" means computer programs or modules (including their documentation) that bear the logo, copyright and/or trademark of a third party (including open source software that are contained in files marked as "open source" or the like) or are otherwise subject to written license terms of a third party. Third Party Software does not constitute Software. Third Party Software is licensed to you subject to the applicable license terms accompanying it, included in/with it, referenced in it, or otherwise entered into by you with respect to it.

(c) You will not sell, copy, rent, loan, modify, transfer, disclose, embed, sublicense, create derivative works of or distribute the Software, in whole or in part, without Teradata's prior written consent. You are granted no rights to obtain or use the Software's source code. You will not reverse-assemble, reverse compile or reverse-engineer the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. Notwithstanding anything to the contrary, you do not have any license, right, or authority to subject the Software, in whole or in part or as part of a larger work, to any terms of any other agreement, including GNU Public Licenses.

(d) No license rights to the Software will be implied. The Software, which includes all copies thereof (whether in whole or in part), is and remains the exclusive property of Teradata and its licensors. You will ensure that all copies of the Software contain Teradata's and its licensors' copyright notices, as well as all other proprietary legends. Teradata reserves the right to inspect your use of the Software for purposes of verifying your compliance with the terms and conditions of this Agreement. If applicable, such right will be conducted according to any audit provisions that might exist in an underlying agreement between you and Teradata.

(e) The Software may contain a disabling device that will prevent the Software from being used on data sets larger than a certain size. You agree not to: (i) use the Software on data sets larger than such or (ii) disable or circumvent any disabling device contained in the Software.

(f) Notwithstanding anything to the contrary, Teradata shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software and related systems and technologies (including, without limitation, information concerning your data and data derived therefrom), and Teradata will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Software and for other development, diagnostic and corrective purposes in connection with the Software and other Teradata offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

3. **Responsibilities.** You are responsible for the installation of the Software, as well as for providing data security and backup operations. This Agreement does not require Teradata to provide you with any Enhancements, consulting services, technical assistance, installation, training, support, or maintenance of any kind (collectively and individually, "Services"). To the extent that Teradata elects to provide you with any Services, such Services are provided to you at Teradata's sole discretion and may be modified or discontinued at any time for any reason.

4. **DISCLAIMER OF WARRANTY.** TERADATA: (A) PROVIDES SERVICES (IF ANY), (B) LICENSES THE SOFTWARE, AND (C) PROVIDES THIRD PARTY SOFTWARE TO YOU HEREUNDER ON AN “AS-IS” BASIS WITHOUT WARRANTIES OF ANY KIND (ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY). WITHOUT LIMITATION TO THE FOREGOING, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TERADATA DOES NOT WARRANT THAT THE SOFTWARE, THIRD PARTY SOFTWARE, OR SERVICES WILL MEET YOUR REQUIREMENTS OR CONFORM TO ANY SPECIFICATIONS, OR THAT THE OPERATION OF THE SOFTWARE OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU BEAR THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND RESULTS OBTAINED FROM THE SOFTWARE, THIRD PARTY SOFTWARE, AND SERVICES.

SOME JURISDICTIONS RESTRICT DISCLAIMERS OF WARRANTY, SO THE ABOVE DISCLAIMERS MAY NOT FULLY APPLY TO YOU.

5. **LIMITATIONS ON LIABILITY:** UNDER NO CIRCUMSTANCES WILL TERADATA’S AND ITS LICENSORS’ TOTAL CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT, THE SERVICES, THE SOFTWARE, AND/OR THIRD PARTY SOFTWARE (WHETHER BASED IN CONTRACT, STATUTE, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED US\$1,000; PROVIDED, HOWEVER, THAT THE FOREGOING WILL NOT APPLY TO CLAIMS FOR (I) PERSONAL INJURY, INCLUDING DEATH, TO THE EXTENT CAUSED BY TERADATA’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (II) PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY TO THE EXTENT CAUSED BY TERADATA’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT EQUAL TO THE AMOUNT OF DIRECT DAMAGES UP TO ONE MILLION DOLLARS PER OCCURRENCE. IN NO EVENT WILL TERADATA OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY, OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT FULLY APPLY TO YOU.

6. **Government Restrictions.** You agree that you will not, directly or indirectly, export or transmit any Software without obtaining Teradata’s prior written authorization, as well as appropriate governmental approvals, including those required by the U.S. Government. Use and or distribution of this software is subject to export laws and regulations of the United States and other jurisdictions. The links below connect you to applicable U.S. government agencies, and their regulations, that have jurisdiction over this transaction.

<http://www.bis.doc.gov/>

<http://www.treas.gov/offices/enforcement/ofac/>

By installing, downloading, or using this product, you acknowledge that this transaction is subject to applicable export control laws and you certify that your installation, download, use and/or subsequent distribution of this product is not prohibited under applicable laws and regulations.

The Government’s use, duplication, or disclosure of Teradata’s commercial computer software and commercial computer software documentation is subject to: (a) the Restricted Rights Notice set forth in 48 C.F.R. ¶ 52.227-14 (Rights In Data - General); (b) Teradata’s standard commercial license rights supplemented by 48 C.F.R. ¶ 52.227-19 (Commercial Computer Software - Restricted Rights); and/or (c) the limited rights and license set forth 48 CFR ¶ 252.227-7015 (Technical Data–Commercial Items), as applicable.

7. **Termination and Expiration.** A party may terminate this Agreement with or without cause, upon providing written notice to the other parties. When this Agreement terminates or expires, you will immediately cease all use of the Software, permanently remove the Software from all computers, destroy all copies of the Software, and (upon

receipt of Teradata's request) provide a signed written certification that the foregoing has occurred. Sections 4-11 will survive expiration or termination of this Agreement.

8. Choice of Law and Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim by negotiation or mediation. If they are unable to do so, and regardless of the causes of action alleged and whether they arise under this Agreement or otherwise, the claim 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 claimant knows or should have known of the claim. New York law will govern the interpretation and enforcement of this Agreement, except that the Federal Arbitration Act will govern the interpretation and enforcement of the arbitrability of claims under this Section.

9. Feedback. Notwithstanding anything to the contrary: (a) Teradata will have no obligation of any kind with respect to any Software-related comments, suggestions, design changes or improvements that you elect to provide to Teradata in either verbal or written form (collectively, "Software Feedback"), and (b) Teradata and its affiliates are hereby free to use any ideas, concepts, know-how or techniques, in whole or in part, contained in Software Feedback: (i) for any purpose whatsoever, including developing, manufacturing, and/or marketing products and/or services incorporating Software Feedback in whole or in part, and (ii) without any restrictions or limitations, including requiring the payment of any license fees, royalties, or other consideration.

10. Confidentiality. You will not disclose the results of any testing or evaluations, including any benchmarks, insofar as it relates to the Software without Teradata's prior written consent.

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the Software and supersedes all other prior agreements and understandings whether oral or written. No oral representation or change to this Agreement will be binding upon either party unless agreed to in writing and signed by authorized representatives of all parties. You will not assign this Agreement or your rights, nor will you delegate your obligations under this Agreement. Failure by either party to enforce any term or condition of this Agreement will not be deemed a waiver of future enforcement of that or any other term or condition. The provisions of this Agreement are severable. "Include", "includes", and "including" shall be interpreted as introducing a list of examples which do not limit the generality of any preceding words or any words in the list of examples.