

CLOUD SERVICES ADDENDUM

This Cloud Services Addendum is governed by and incorporated into the End User Software and Subscription Agreement (the “Agreement”) between Customer and Talend. All capitalized terms not defined herein will have the meanings given in the Agreement.

1. DEFINITIONS

As used in this Cloud Services Addendum, the following capitalized terms shall have the meaning set forth below. Other defined terms shall have the meanings set forth where they are first defined.

(a) “Cloud Subscription” means the Customer’s right to access and use the Talend Cloud Services on a subscription basis, as specified in the applicable Talend Order Form, subject to the applicable License Type restrictions.

(b) “Content” means all applications, data, data files and software (other than the Talend Software) provided by Customer or any End User of Customer that reside on, or runs on or through, the Talend Cloud Services environment. Customer agrees not to include any production data in its Content while running in the trial environment of the Talend Cloud Services.

(c) “End Users” means collectively those individuals authorized by Customer or on Customer’s behalf to use the Talend Cloud Services, as more fully described in Talend License Addendum (e.g., Web User/Studio User).

(d) “Metadata” means technical information about the services in the cloud, including logs, metrics, and audit trail events used by Talend to analyze the performance of the Talend Software and/or the Talend Cloud Services.

(e) “Monthly Cloud Subscription” means the Customer’s right to access and use the Talend Cloud Services on a monthly basis, subject to the applicable License Type restrictions.

(f) “Order Effective Date” means the later to occur of (i) the date the Order Form is signed by Customer and Talend, and (ii) the date of delivery of the Talend Software or granting of access to the Talend Cloud Services, if any.

(f) “Talend Cloud Services” means the online services operated by Talend that is powered by Talend technology which provides a web-based interface through which a person may access features and functions of the Talend Software to design, manage and monitor integration capabilities including but not limited to data migration, data synchronization, data quality actions, or application and event based integrations.

2. Subscription Grant. Subject to the terms and conditions of the Agreement and this Cloud Services Addendum, Talend hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to use the Talend Cloud Services during the applicable Subscription Term, solely for Customer’s own internal business purposes. Customer may not, and may not cause or permit others to: (a) remove or modify any program or services markings or any notice of Talend’s or its licensors’ proprietary rights; (b) make the Talend Cloud Services, including any Talend programs or materials to which Customer is provided access, available in any manner to any third party; (c) use the Talend Cloud Services other than for licensed purposes, such as for the processing of Unsupported Code (other than Generated Code); (d) modify, make derivative works of, disassemble, reverse compile, reverse engineer, reproduce, distribute, republish or download any part of the Talend Cloud Services, including without limitation any restrictions on the ability to process or utilize binary code artifacts that were created using TOS (e) disclose results of any benchmark tests or performance tests of the Talend Cloud Services without Talend’s prior written consent; and (f) sublicense, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Talend Cloud Services or materials available, to any third party, except as expressly provided under the Agreement. If Customer has downloaded any Talend Software as part of the Talend Cloud Services, such Talend Software shall be licensed in accordance with the terms of the Agreement.

3. Account Access & Data. Customer will be assigned a unique user name and password to access the Talend Cloud Services. The Talend Cloud Services may be accessed by no more than the total number of End Users for which Customer has purchased a Cloud Subscription to use such Talend Cloud Services, as set forth in the applicable Talend Order Form. Additional End Users may be purchased during the applicable Subscription Term at a prorated amount for the remainder of the then-current Subscription Term. Customer shall be responsible for identifying and authenticating all End Users, for approving access by such End Users to the Talend Cloud Services, for controlling against unauthorized access by such End Users, and for maintaining the confidentiality of user names, passwords and account information. Talend is not liable for any harm caused by Customer End Users, including individuals who were not authorized to have access to the Talend Cloud Services. Customer shall be responsible for all activities that occur under Customer’s and Customer’s End Users passwords or accounts or as a result of Customer’s or Customer’s End Users access to the Talend Cloud Services. Furthermore, Customer agrees not to transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or offensive Content, materials or information that violates the privacy rights of any person or to transmit or store material containing software virus, worms, trojan horses or other harmful computer code when using the Talend Cloud Services. Customer agrees that Customer shall abide by all applicable local, state, national and international laws and regulations in connection with Customer’s use of the Talend Cloud Services, including those related

to Taxes, data privacy and the transmission of technical or personal data. Talend does not own or accept any responsibility for any Content, data or material that Customer processes or submits to the Talend Cloud Services in the course of Customer's use of such services. Talend will have no access to any Customer data or Content until Customer transmits such data through its firewall to the Talend Cloud Services. TALEND WILL NOT STORE OR PERMANENTLY MAINTAIN ANY CONTENT ON ITS SYSTEMS OR THROUGH ITS TALEND CLOUD SERVICES EXCEPT FOR METADATA. Talend shall not be liable or responsible for the deletion, correction, destruction, damage, loss or failure to store any Content. Customer shall be fully responsible for all internet access and connectivity issues to the Talend Cloud Services.

4. Ownership. Customer retains ownership of all Content, materials or information used or processed through the Talend Cloud Services. Talend and its licensors retain all ownership and intellectual property rights to the Talend Cloud Services, including derivative works thereof.

5. Service Availability. Talend will use commercially reasonable efforts to make the Talend Cloud Services available 24 hours a day, 7 days a week, except for: (a) scheduled downtime or (b) any unavailability caused by circumstances beyond Talend's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider failures or delays.

6. Services Warranty. Talend represents and warrants that it will provide the Talend Cloud Services in a manner consistent with general industry standards and that the Talend Cloud Services will perform substantially in accordance with the applicable Documentation for such Talend Cloud Services, under normal use and circumstances.

7. Customer Indemnification on Content. Customer shall indemnify and hold Talend, its licensors and its subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with the claim of a third party or data subject alleging that the Content or its use has infringed the rights of, defamed or otherwise caused harm to, a data subject or third party, or violated applicable law; provided in any such case that Talend (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that any settlement releases Talend of all liability and such settlement does not affect Talend's business); (c) provides to Customer all available information and assistance reasonably requested; and (d) has not compromised or settled such claim.

8. Privacy; Security; Disclosures.; Penetration Testing Talend's privacy policy may be viewed at <https://www.talend.com/contacts-privacy-policy/>. Talend reserves the right to modify its privacy policy from time to time or as required by applicable law. The Talend Cloud Services follows best practices for data security, using a third-party data center that is independently audited and certified as its host. (Compliance standards for the applicable third-party facility may be found at <http://aws.amazon.com/compliance/> and <https://azure.microsoft.com/en-us/overview/trusted-cloud/compliance/>). Talend occasionally may need to notify all users of the Talend Cloud Services of important announcements regarding the operation of the Talend Cloud Services, and may do this online or via email. Customer penetration tests of the Talend Cloud Services are only allowed pursuant to prior request by Customer and subject to written authorization from Talend. Any authorized penetration tests (i) are subject to the terms and conditions specified on <https://aws.amazon.com/security/penetration-testing> or <https://www.microsoft.com/en-us/msrc/pentest-rules-of-engagement>, as applicable and (ii) may only be performed after mutual execution by Customer and Talend of the "Talend Security Assessment Agreement" which shall be provided by Talend in the event Customer requests authorization for penetration testing.

9. Monthly Cloud Subscription Terms. In addition to the terms described in this Cloud Services Addendum, the following terms and conditions of this section 9 shall apply to the purchase of any Monthly Cloud Subscription:

a. Monthly Subscription Term. If you have purchased a Monthly Cloud Subscription, your Subscription Term shall commence on the Order Effective Date and shall continue for a period of thirty (30) days and will automatically renew on each subsequent anniversary date thereafter unless cancelled pursuant to Section 9(d) below or otherwise terminated in accordance with the Agreement. Customer agrees to pay Talend the monthly subscription fee (the "Monthly Fee") based on the number of End Users specified in the applicable Order Form. The Monthly Fee for the initial Monthly Cloud Subscription shall be paid in advance, on the Order Effective Date and on or prior to the commencement of any subsequent renewal date thereof pursuant to the payment methods described in Section 9(c) below.

b. Ordering. Upon receipt and acceptance of an executed Order Form, Talend shall issue an electronic invoice or billing statement to the accounts payable email address provided in the Order Form which shall reflect the amounts owed pursuant to the executed Order Form, including any applicable Taxes or other transaction charges. TO COMPLETE YOUR TRANSACTION, YOU MUST REGISTER YOUR ELECTRONIC PAYMENT INFORMATION IN THE LINK PROVIDED IN YOUR INVOICE WITHIN TEN (10) BUSINESS DAYS FROM THE DATE OF THE INVOICE. Talend uses a third-party payment processing service (Stripe Inc. and its affiliates) to process all such transactions ("Payment Processing Provider"). Any failure by Customer to complete the electronic payment registration process by the end of the ten (10) day period may result in the cancellation of the transaction by Talend.

Customer hereby waives any requirement it may have to process payments under an invoice via a purchase order and agrees to pay Talend in accordance with the payment methods described in Section 9(c) below.

Finally, Customer understands and agrees that delivery of the initial Talend Software and/or access to or continued access to, the Talend Cloud Services is contingent upon Talend receiving payment in full for the Monthly Fee.

c. *Payment Methods.* Customer shall provide either a valid credit card, ACH payment system information (for US Customers only), or bank account information authorized for automatic bill paying, or other acceptable method of electronic payment as approved by Talend, to Talend's Payment Processing Provider and shall take all necessary steps to authorize automatic payment of the Monthly Fee. Customer agrees to promptly notify Talend of any change in account number, date of expiration or any other information necessary to ensure uninterrupted processing of the Monthly Fee payment. Upon execution of a Talend Order Form and completion the payment registration, Customer hereby authorizes Talend to automatically charge the Monthly Fee for all Monthly Cloud Subscriptions purchased under the Agreement and each subsequent renewal thereafter until or unless cancelled or terminated pursuant to the Agreement. Any Monthly Fee not paid when due shall be considered delinquent and Talend reserves the right to suspend or terminate Customer's Monthly Cloud Subscription in accordance with the terms of the Agreement.

d. *Change Orders and Cancellations.* Customer may submit a change order to add or delete End Users from their Monthly Cloud Subscription at least 10 days prior the end of their current monthly Subscription Term. All changes will be reflected in the next Monthly Fee cycle. No changes or modifications will be accepted in the middle of an active monthly Subscription Term. Talend shall have no obligation to prorate or refund any accrued Monthly Fees incurred prior to the change order effective date. Customer may terminate the Monthly Cloud Subscription at any time upon thirty (30) days prior notice to Talend by submitting a request to the following email alias: subscriptioncancellation@talend.com. The cancellation will take effect at the end of the next month following the notice period. Customer may continue to access the Talend Cloud Services and receive Support Services until the end of the cancellation or termination period. Customer may not submit a change order request and terminate a Monthly Cloud Subscription during the same Subscription Term period.

e. *Price and Subscription Plans.* Fees for the Monthly Cloud Subscriptions are based on Talend's then current list price and may not be discounted or combined with any other discounts. Talend reserves the right, but not more than once annually, to adjust the current list price or change our subscription plan or any components thereof in its sole discretion upon written notice to Customer. Any price changes or changes to your subscription plan will take effect thirty (30) days following notice to you at the beginning of the next subsequent monthly Subscription Term.

10. *Termination.* Unless earlier terminated in accordance with Section 5.2 of the Agreement, upon the expiration of the Subscription Term, Customer's Cloud Subscription will cease, unless Customer and Talend have agreed to extend the applicable Subscription Term under the Agreement. In such case, the terms and conditions of the Agreement shall remain in full force and effect throughout the duration of the extended Subscription Term.

11. *Suspension of the Talend Cloud Services.* In addition to its other rights under the Agreement, Talend may suspend Customer's access to the Talend Cloud Services upon written notice to: (a) comply with any law, regulation, court order, or other governmental request or order which requires immediate action; or (b) for Customer's non-payment of the applicable fees or for (c) any unauthorized use of the Talend Cloud Services by Customer or any of its End Users. If suspended, Talend will promptly restore use of the Talend Cloud Services to Customer as soon as the event giving rise to the suspension has been resolved to Talend's satisfaction.

12. *Survival.* Section 2 and 4 plus Sections 7-12 of Cloud Services Addendum shall survive any termination or expiration of the Agreement.