

# End User License Agreement

READ CAREFULLY THESE TERMS AND CONDITIONS, AS THEY CONSTITUTE A LEGALLY BINDING AGREEMENT AND GOVERN YOUR USE OF THE TALEND SOFTWARE. BY ACCESSING AND/OR USING THE TALEND SOFTWARE, YOU ARE INDICATING THAT YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE TALEND SOFTWARE.

This End User License Agreement (this “Agreement”) is entered into by and between the Talend entity identified in Section 9 (“Talend”) and the person accessing and using the Talend Software (“You” or “Your”) and is effective as of the date You access and use the Talend Software (the “Effective Date”). Talend and You are collectively referred to as the “Parties” and individually as a “Party”. If you are entering into this Agreement on behalf of a company or legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “You” and “Your” shall refer to such entity.

## 1. Definitions

The following capitalized terms shall have the meaning set forth below. Other defined terms shall have the meanings set forth where they are first underlined.

1.1 “Documentation” means the online documentation provided with the Talend Cloud Services to You hereunder, together with any and all new documentation releases, corrections and updates furnished by Talend to You under this Agreement.

1.2 “Open Source Software” means individual software components that are provided with the Talend Cloud Services, for which the source code is made generally available, and that are licensed under the terms of various published open source software license agreements or copyright notices accompanying such software components.

1.3 “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 where the use of such Talend Cloud Services is governed by the terms and conditions of the agreement previously subscribed between You and Talend. In order to avoid any doubt, such agreement includes the use of the Remote Engine.

1.4 “Remote Engine” means a license to use the Talend Cloud Services for up to the total number of Remote Engines for which You have paid the applicable fees, as specified in a Talend order form and the agreement subscribed between You and Talend (“Remote Engine”). Note: A “Remote Engine” means a runtime (either production or non-production) Node capable of executing Your workloads that are deployed on Your premises by You. Such workloads are run outside of the Talend Cloud Services environment.

1.5 “AWS Account” means the cloud-based account You maintain with Amazon Web Services Inc.

1.6 “Microsoft Azure Account” means the cloud-based account You maintain with Microsoft Azure Cloud Platform.

## 2. License; Restrictions.

2.1 License Grant. Subject to the terms and conditions of this Agreement, Talend hereby grants to You, solely for Your internal business operations, a limited, non-exclusive, non-transferable right and license to access and use the Talend Cloud Services, the Remote Engine and the Documentation during the Term. You may use the Documentation solely in support of Your authorized and licensed use of the Talend Software. Furthermore, You understand and agree that Your license granted herein shall be limited to the restrictions and terms of use of the applicable Remote Engine in accordance with the agreement for the Talend Cloud Services You have previously subscribed with Talend.

2.2 Reservation of Rights; Restrictions. Talend owns all right title and interest in and to the Talend Cloud Services, the Remote Engine and the Documentation and any derivative works thereof, and no other license to the Talend Cloud Services and the Remote Engine is granted to You by implication, estoppel or otherwise. You agree not to: (i) prepare derivative works from, modify, reverse engineer, copy or use the Talend Cloud Services and the Remote Engine in any manner except as expressly permitted in this Agreement; (ii) sell, rent, lease, distribute, sublicense, loan or otherwise transfer the Talend Cloud Services and the Remote Engine, in whole or in part, to any third party; (iii) use the Talend Cloud Services and the Remote Engine for providing time-sharing service, any software-as-a-service offering (“SaaS”), service bureau services or as part of an application services provider or as a service offering; (iv) alter or remove any proprietary notices in the Talend Cloud Services and/or Remote Engine.

2.3 Access. You may only access and use the Talend Cloud Services and the Remote Engine through your AWS Account and/or your Microsoft Azure Account. You may not download or otherwise extract copies of the Talend Cloud Services and the Remote Engine or Documentation under this Agreement outside of your AWS Account and/or your Microsoft Azure Account.

Talend will have no access to, collect, use or disclose, any of Your data, and You are solely responsible for protection of your data through your AWS Account and/or your Microsoft Azure Account.

2.4 **Your Obligations.** You are solely responsible for Your connection to and use of your AWS Account and/or your Microsoft Azure Account, including, but not limited to, networks, extranets and web sites, or for any unauthorized access and use of your AWS Account and/or your Microsoft Azure Account. Talend is not responsible for any aspect of your service through your AWS Account and/or your Microsoft Azure Account, including without limitation, availability, uptime, pricing, functionality, or security. You shall indemnify, defend and hold harmless Talend and its licensors from any liability, loss, claim and expense, including reasonable attorney's fees, arising from Your use of any service offering through your AWS Account and/or your Microsoft Azure Account (a) in breach of this Agreement or (b) in violation or infringement of any third-party rights.

3. **Support Services.** The support of the Talend Cloud Services and the Remote Engine is provided in accordance with the terms and conditions of support subscribed between You and Talend.

4. **Fees.** The Talend Cloud Services and the Remote Engine under this Agreement are provided under the terms and conditions and fees agreed between You and Talend. However, You understand that You may be subject to fees as between You and Amazon Web Services Inc. related to your AWS Account and/or between You and Microsoft Azure Cloud Platform related to your Microsoft Azure Account.

## 5. **Term and Termination**

5.1 **Term.** This Agreement shall commence on the Effective Date and shall, unless earlier terminated under Section 5.2 below, continue in force until the termination of your AWS Account and/or your Microsoft Azure Account.

5.2 **Termination.** Either Party may terminate this Agreement for any reason with ten (10) days written notice to the other Party.

5.3 **Discontinuance of the Software.** Talend reserves the right to modify any features or portions thereof, or discontinue the Talend Software provided under this Agreement at any time upon prior written notice.

5.4 **Post Termination, Survival.** Upon termination of this Agreement for any reason You shall promptly cease the use of the Talend Software and Documentation. Sections 1, 2.2, 2.4, 5.2, 5.3, 5.4 and 6 - 11 shall survive any termination or expiration of this Agreement.

## 6. **Confidentiality**

6.1 **Confidential Information.** Each party ("Receiving Party") agrees to retain in confidence any information provided to it by the other party ("Disclosing Party") that is marked, labeled or otherwise designed as confidential or proprietary or that Receiving Party knew, or should have known, was confidential due to the circumstances surrounding the disclosure by Disclosing Party ("Confidential Information"). The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by the Receiving Party without reference to the other party's Confidential Information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

6.2 **Treatment of Confidential Information.** Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

7. **Warranty Disclaimer and Limitations.** THE TALEND SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND TALEND AND ITS LICENSORS MAKE NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE TALEND CLOUD SERVICES, THE REMOTE ENGINE OR THE DOCUMENTATION FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TALEND AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE TALEND

CLOUD SERVICES, THE REMOTE ENGINE AND THE DOCUMENTATION PROVIDED BY TALEND HEREUNDER, AND WITH RESPECT TO THE USE OF THE FOREGOING. FURTHER, TALEND DOES NOT WARRANT RESULTS OF USE OR THAT THE TALEND CLOUD SERVICES AND/OR THE REMOTE ENGINE WILL BE ERROR FREE OR THAT THE YOU'S USE OF THE TALEND SOFTWARE WILL BE UNINTERRUPTED.

## **8. Limitation of Liability**

8.1 Disclaimer of Certain Damages. IN NO EVENT SHALL TALEND OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE USE OR INABILITY TO USE THE TALEND CLOUD SERVICES AND THE REMOTE ENGINE WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE FULLY RESPONSIBLE FOR INTERNET ACCESS AND CONNECTIVITY ISSUES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8.1 SHALL NOT APPLY TO A BREACH THROUGH GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY YOU OF THE SCOPE OF THE LICENSE GRANTED IN SECTION 2.1 & 2.2 OR TO A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 6 (CONFIDENTIALITY) OF THIS AGREEMENT.

8.2 YOU AGREE THAT THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

## **9. Contracting Party, Governing Laws, Jurisdiction and Notices.**

### **9.1 General**

a) If You have a registered office in the United States of America, South America, or Oceania (excluding Australia) then (i) You are contracting with Talend Inc., 800 Bridge Parkway, Suite 200, Redwood City California 94065, United States, (ii) this Agreement shall be governed by the laws of the state of California, and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Federal Court for the northern district of California, or if that court lacks subject matter jurisdiction, in any California State Court located in Santa Clara county.

b) If You have a registered office in Canada then (i) You are contracting with Talend (Canada) Limited, with its registered office located at Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC, V6C 2X8, Canada, (ii) this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, other than rules governing conflict of law, and the courts of the Province of British Columbia shall have jurisdiction to entertain any legal proceedings arising under this Agreement, and (iii) the parties hereby submit to the jurisdiction of the courts of the Province of British Columbia in respect of any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties.

c) If You have a registered office in Europe (except in Spain, Italy, the United Kingdom, Germany, Austria, Switzerland and Malta) or in Africa (except in Egypt and South Africa), then (i) You are contracting with Talend SA, 9 rue Pages, 92150 Suresnes, France, (ii) this Agreement shall be governed by the laws of France and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Paris courts.

d) If You have a registered office in the United Kingdom, Sweden, Denmark, Norway, Finland, Malta or in the Middle East (Bahrein, Cyprus, Egypt, Israel, Jordan, Kuwait, Northern Cyprus, Oman, Palestine, Qatar, Saudi Arabia, Turkey, United Arab Emirates), or in South Africa, then (i) You are contracting with Talend Ltd, Statesman House, Stafferton Way; Maidenhead, Berkshire SL6 1AY, United Kingdom, (ii) this Agreement shall be governed by the laws of England and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the London courts.

e) If You have a registered office in Germany, Switzerland or Austria, then (i) You are contracting with Talend Germany GmbH, Servatiusstrasse 53, 53175 Bonn, Germany, (ii) this Agreement shall be governed by the laws of Germany and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Bonn courts.

f) If You have a registered office in the Netherlands, then (i) You are contracting with Talend Netherlands B.V., Herikerberweg 238 – 1101CM Amsterdam – The Netherlands, (ii) this Agreement shall be governed by the laws of the Netherlands and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Amsterdam courts.

g) If You have a registered office in Japan, then (i) You are contracting with Talend KK, 5-10-13, Minami Aoyama, 107-0062 Tokyo Minato-ku, Japan, (ii) this Agreement shall be governed by the laws of Japan and (iii) any dispute regarding the

interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Tokyo district courts.

h) If You have a registered office in Asia, (Singapore, Malaysia, Indonesia, except Japan) then (i) You are contracting with Talend Singapore Pte. Limited, a company incorporated in Singapore, with offices located at 38 Beach Road, South Beach Tower #29-11, Singapore 189767, (ii) this Agreement shall be governed by the laws of Singapore, and (iii) each Party submits to the exclusive jurisdiction of the courts of Singapore, and any courts competent to hear appeals from them in relation to any dispute regarding the interpretation, conclusion, performance or termination of this Agreement which is not resolved amicably by the Parties.

i) If You have a registered office in Australia, then (i) the You are contracting with Talend Australia Pty Limited (ABN 64 608 467 652), a company incorporated in Australia with offices located at Level 36, 1 Macquarie Place, Sydney NSW 2000, (ii) this Agreement shall be governed by the laws of New South Wales, Australia, and (iii) each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia, and any courts competent to hear appeals from them in relation to any dispute regarding the interpretation, conclusion, performance or termination of this Agreement which is not resolved amicably by the Parties.

j) If You have a registered office in Spain then (i) You are contracting with Talend Spain S.L - Travessera de Gracia 11, 08021 Barcelona – Spain, (ii) this Agreement shall be governed by the laws of Spain and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Barcelona courts.

k) If You have a registered office in Italy then (i) You are contracting with Talend Italy SRL - Foro Buonaparte 70 – Milano 20121 - Italy (ii) this Agreement shall be governed by the laws of Italy and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Milan courts.

l) If You have a registered office in India, then (i) You are contracting with Talend Data Integration Services Private Limited, 2<sup>nd</sup> Floor, A-Wing, Indiqube Alpha, Plot No.19/4 & 27, Kadubeesanahalli Village, Varthur Hobli, Bangalore, Karnataka – 560 103, (ii) this Agreement shall be governed by the laws of India, and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the courts in Bangalore.

9.2 Governing Law and Jurisdiction. Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

9.3 Notices. Any notice or other communication under this Agreement given by either Party to the other will be deemed to be properly given if given in writing and delivered in person or facsimile, if acknowledged received by return facsimile or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage to the corresponding address stated above. Either Party may from time to time change its address for notices under this Section by giving the other Party notice of the change in accordance with this Section 9.3.

## 10. Miscellaneous

10.1 Assignment. You may not assign this Agreement, in whole or in part, without the prior written consent of Talend. Any assignment in violation of this Section 10.1 shall be void and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

10.2 Applicable laws. You acknowledge that the Talend Software is subject to U.S. export control laws and regulations. You warrant that it is now and will remain in the future compliant with all export control laws and regulations, and will not export, re-export, otherwise transfer or disclose any Talend Software to any person contrary to such laws or regulations. Talend and its Yours adhere to the Foreign Corrupt Practices Act [15 U.S.C. § 78dd-1, 15 U.S.C. §§ 78m(b)(2)(A) and (B)of 1977 and the UK Anti-Bribery Act of 2010 and denounce any form of bribery and other unethical behavior in its business negotiations.

10.3 Fees. In any judicial proceeding between You and Talend arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover all reasonable expenses incurred as a result of the proceeding, including reasonable attorneys' fees.

10.4 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition beyond such Party's reasonable control.

10.5 Non-waiver. Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such Party's right to assert or rely upon such provision, right or remedy in that or any other instance.

10.6 Language. The governing language of this Agreement shall be English. Any translation of this Agreement is made for information purposes only and the English language version shall prevail.

10.7 **Entire Agreement.** This Agreement completely and exclusively states the entire agreement of the Parties regarding the subject matter herein, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. Without limiting the foregoing, this Agreement will supersede any conflicting terms in any “click-to-accept” end user license agreement that may be embedded within the Talend Software, except for terms regarding Open Source Software which are referenced under Section 1.2 (Open Source Software). The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document issued by You, unless the Parties execute a written agreement expressly indicating: (i) that such document shall modify this Agreement; and (ii) that the terms of such purchase order shall supersede and control in the event of any inconsistency.

## 11. Country Unique Terms.

If You have your registered office in any country specified below, this section sets forth specific provisions as well as exceptions to the above terms and conditions.

### 11.1: United States.

11.1.1 Government Rights. The Talend Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Talend Software and Documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

### 11.2: Canada

11.2.1 Language. The Parties to this Agreement have agreed that this Agreement as well as any document or instrument relating to it be drawn up in English only but without prejudice to any such document or instrument which may from time to time be drawn up in French only or in both French and English. Les Parties aux présentes ont convenu que la présente Convention ainsi que tous autres actes ou documents s’y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels actes ou documents qui pourraient à l’occasion être rédigés en français seulement ou à la fois en anglais et en français. The English language shall be controlling in all respects, and all versions hereof and any other language shall not be binding to the Parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

11.2.2 Applicable law. You acknowledge that the Talend Software is subject to Canadian export control laws and regulations, including the *Export and Import Permits Act* (Canada).

### 11.3: United Kingdom

11.3.1 Third Party Rights. Nothing in this Agreement shall confer, nor is intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly so stated.

### 11.4: Australia

11.4.1 GST. (a) Terms used in this Section have the meaning given to them under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). (b) To the extent that a party makes a taxable supply under this Agreement, the consideration payable by the other party under this Agreement represents the value of the taxable supply for which payment is to be made. (c) Subject to Section 11.4.1(d) below, if a party makes a taxable supply under this Agreement for a consideration which, under Section 11.4.1(b) above, represents its value, then the other party must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply. (d) A party's right to payment under Section 11.4.1(c) above is subject to a valid tax invoice being delivered to the other party.

11.4.2 Consumer guarantees. If You are a “consumer” for the purposes of the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. To the extent that Talend is able to limit its liability for a failure to comply with the consumer guarantees under the Australian Consumer Law, Talend limits its liability, at Talend’s option, to: (i) in relation to goods it has supplied to You: (A) the repair of the good; (B) the replacement of the good or the supply of equivalent goods; (C) the payment of the cost of having the goods repaired; or (D) the payment of the cost of replacing the goods or of acquiring equivalent goods; and (ii) in relation to services it has supplied to the You: (A) the supply of the services again; or (B) the payment of the cost of having the services supplied again.

11.4.3 Talend’s details. Name: Talend Australia Pty Limited (ABN 64 608 467 652). Business address: Level 36, 1 Macquarie Place, Sydney NSW 2000. Telephone number: (02) 8075 4740. Email address: [sales.au@talend.com](mailto:sales.au@talend.com).

11.4.4 Export controls. Without qualifying or limiting Section 9.2, You acknowledge that the Talend Software is subject to Australian export control laws and regulations, including the *Export Control Act 1982* (Cth); and the *Customs Act 1901* (Cth). You are now and will remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer any Talend goods, software or technology or disclose any Talend software or technology to any person contrary to such laws or regulations. You acknowledge that remote access to Talend Software may in certain circumstances be

considered a re-export of Talend Software, and accordingly, may not be granted in contravention of Australian export control laws and regulations.

11.4.5 Privacy. You acknowledge and agree, and will ensure that your users acknowledge and agree, that Talend may use and disclose personal information about You and your users in accordance with Talend's privacy policy (available at <https://www.talend.com/privacy-policies>).

## 11.5: Singapore

11.5.1 Personal Data Protection. Talend shall collect, use and disclose any data about individuals who can be identified from such data in accordance with the Singapore Personal Data Protection Act 2012.

11.5.2 Export controls. Without qualifying or limiting Section 9.2, You acknowledge that the Talend Software is subject to the Singapore export control laws and regulations, including the Customs Act 1982 (Cap. 70), the Regulation of Imports and Exports Act (Cap. 272A) and the Strategic Goods (Control) Act (Cap. 300). You are now and will in the future ensure compliance with all such applicable laws and regulations, and will not export, re-export, transmit or otherwise make available in Singapore on a computer such that the Talend Software becomes accessible to a person in a foreign country contrary to such laws and regulations.

11.5.3 Third Party Rights. Save for the Talend Group, no person who is not a Party has any rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any provision of this Agreement.

## 11.6: Italy

11.6.1 Consumer claims. If You are a "consumer" for the purposes of the Consumer Rights Law (Legislative Decree no. 206/2005, *Codice Del Consumo*, hereinafter also "CRL"), the consumer will be entitled to contact Talend at the address and with the means of communications indicated in this Agreement, in relation to possible complaints. In light of the circumstance that the main subject of this Agreement is the supply of the Talend Software, according to article 59 of the CRL the right of withdrawal provided by the CRL is not be applicable.

11.6.2 Guarantee in favor of the Consumer. If You are a consumer, our goods come with guarantees that cannot be excluded under the Italian Consumer Law. In particular, Talend guarantees that the goods delivered to the consumer are in conformity with the Agreement. Consumer goods are presumed to be in conformity with the contract if they: (a) comply with the description given by the seller and possess the qualities of the goods which the seller has held out to the consumer as a sample or model; (b) are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted; (c) are fit for the purposes for which goods of the same type are normally used; (d) show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling. There shall be deemed not to be a lack of conformity for the purposes of this paragraph if, at the time the Agreement was concluded, the consumer was aware, or could not reasonably be unaware of, the lack of conformity, or if the lack of conformity has its origin in materials supplied by the consumer.

11.6.3 Consumer's Rights. Talend is liable to the consumer for any lack of conformity which exists at the time the goods are delivered. In the case of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity free of charge by repair or replacement or to have an appropriate reduction made in the price or the contract rescinded with regard to those goods. The consumer may require Talend to repair the goods or he/she may require Talend to replace them, in either case free of charge, unless this is impossible or disproportionate. A remedy shall be deemed to be disproportionate if it imposes costs on Talend which, in comparison with the alternative remedy, are unreasonable, taking into account: (i) the value the goods would have if there were no lack of conformity, (ii) the significance of the lack of conformity, and (iii) whether the alternative remedy could be completed without significant inconvenience to the consumer. Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods. The above mentioned terms "free of charge" refer to the necessary costs incurred to bring the goods into conformity, particularly the cost of postage, labor and materials. The consumer may require an appropriate reduction of the price or have the contract rescinded: (i) if the consumer is entitled to neither repair nor replacement, or (ii) if the seller has not completed the remedy within a reasonable time, or (iii) if the seller has not completed the remedy without significant inconvenience to the consumer. The consumer is not entitled to have the contract rescinded if the lack of conformity is minor.

11.6.4 Consumer's Rights Time limits. Talend shall be held liable under 11.6.3 herein above where the lack of conformity becomes apparent within two years as from delivery of the goods. The consumer must inform Talend of the lack of conformity within a period of two months from the date on which he detected such lack of conformity.

11.6.5 According to Article 141-*sexies*, Paragraph 3 of CRL, Talend herewith informs the consumer that in the event that a consumer's complaint to Talend has not been settled the dispute, Talend will provide the consumer with information relevant to the Alternative Dispute Resolution ("ADR") body that will provide assistance in order to attempt to achieve an extrajudicial settlement of the dispute concerning the Agreement (according to articles 141-bis and following of the CRL).

In addition to the above Talend herewith informs the consumer that it is available the Online Dispute Resolution website, official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court available at the website: <http://ec.europa.eu/consumers/odr/>; where a list of ADR is available together with the relevant web link in order to start an online settlement procedure. The consumer will be entitled to file a claim before the Court in relation to this Agreement regardless of the outcome of the captioned extrajudicial settlement procedures.

The consumer resident in EU outside the Italian territory in relation to any dispute concerning this Agreement is also entitled to the procedure provided by the Regulation (EC) No 861/2007 of the European Parliament and of the Council of 11 July 2007 establishing a European Small Claims if the value of the dispute is not greater than Euro 2.000, excluding interests, duties and expenses. The regulation is available on the website [www.eur-lex.europa.eu](http://www.eur-lex.europa.eu).

## 11.7: Spain

11.7.1 Language. The Parties agree that this Agreement as well as any document or instrument relating to it shall be drawn up in English without prejudice of being drawn up and made available to You in Spanish or any other regional language in Spain pursuant to Spanish laws.

11.7.2 Consumer guarantees. If You are a “consumer” for the purposes of the Spanish Consumers Act (*Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias*) or any other applicable regional consumers laws, You are entitled to a two-year statutory guarantee from the Effective Date for repair or replacement of the Talend Software, whenever it is defective or non-conforming with the description. Should You notice a defective Talend Software, You shall without delay make a complaint to Talend. Talend obligates itself to either substitute or repair the defective Talend Software.

11.7.3 Alternative Dispute Resolution (“ADR”). You can also submit any conflicts arising from or related to this Agreement to an ADR proceeding, if applicable. You can check the list of available ADR at the platform of the European Commission, available here: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

## 11.8: India

11.8.1 Data Protection and Privacy. In the event Talend has access to Your Data, it shall comply with the data security practices specified at (Compliance standards for such third party facility may be found at <http://aws.amazon.com/compliance/> and <http://aws.amazon.com/compliance/iso-27001-faqs/>).

11.8.2 Warranty: To the extent permitted under Sale of Goods Act, 1930, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort and non-infringement.

11.8.3 You shall not upload, host, display, publish, share or otherwise make available on the Talend Software any content or information that contains any content that is non-compliant with the Information Technology Act, 2000, Rules and regulations, guidelines made thereunder, including Rule 3 of The Information Technology (Intermediaries Guidelines) Rules, 2011.

11.8.4 Tax. Payments shall also be subject to the terms of the relevant double taxation avoidance treaty, if applicable.

11.8.5 Confidential Information. Confidential information as described in Section 6.1 of this Agreement shall include: client and Your data including, all sensitive personal data information, as defined under Rule 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as may be provided by the Disclosing Party.