

Non-Disclosure Agreement and General Terms of Use for Talend Certification Exams

Last updated: 27 February 2018

This Non-Disclosure Agreement and General Terms of Use (the **“Exam Agreement”**) is made and entered into as of the electronic signature date below by and between Talend Inc. (**“Talend”**) and you. This Exam (the **“Exam”**) is Talend confidential information and is protected by intellectual property laws. It is made available to you solely for the purpose of demonstrating competency in the content area referenced in the title of this Exam. Live proctors appointed by Talend (**“Proctors”**) will be overseeing the Exam remotely or in person. Your Exam provider is Kryterion (**“Provider”**). Please contact your Provider for any questions regarding the Exam.

By purchasing or using any Talend exam certification or credential products or services (**“Exam Services”**), and as a condition to your continued use of the Exam Services, you hereby agree to be bound by the terms of use in the Exam Agreement. If you do not agree to all of the terms, you may not access or use the Exam Services.

We reserve the right to change or modify the Exam Agreement at any time and in our sole discretion. If we make changes, we will provide notice of such changes by posting the revised Exam Agreement to the Talend website and/or by sending an email notification or posting additional notice on the Talend website. Your continued use of the Exam Services following our notice of the amended Exam Agreement will confirm your acceptance of the amended terms. If you do not agree to the amended terms, you may not continue accessing or using the Exam Services.

Any breach by you of the terms in this Exam Agreement may result in termination of your use of the Exam Services, loss of your credential certification and/or denial of your ability to use any of the Exam Services in the future. In addition, Talend reserves the right to pursue any and all remedies in law or equity for any breach of this Exam Agreement.

Exam security and integrity

You may be prohibited from taking any Talend Certification Exams, and may be decertified from the Talend Certification Program if Talend believes you have violated this Exam Agreement or engaged in any misconduct. Proctors are authorized to take immediate and appropriate measures against examinees who violate testing rules, including suspending or stopping an Exam whether or not in progress. Examinees who engage in misconduct are not entitled to any refund of fees. This policy is enforced to ensure the integrity of the Exams and Talend Certification Program.

Examples of misconduct or misuse of the Exam include, but are not limited to, the following:

- Using unauthorized materials during the Exam. This includes using any material or Exam questions, with or without answers, that were released without authorization by Talend.
- Disseminating actual Exam content or answers.
- Possession of non-authorized items at the testing center or remote testing location during an Exam.

- Modifying or altering the original results or score report for an Exam, or any other exam records.
- Violation of the current Exam retake policy.
- Fraudulently impersonating another to gain access to the Exam.
- Submission of any work that is not completely your own.
- Providing or accepting improper assistance.
- Misconduct as determined by statistical analysis.
- Copying, publishing, disclosing, transmitting, selling, offering to sell, posting, downloading, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling or translating any Exam in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose.
- Using the Exam content in any manner that violates applicable law.

Please note: These terms prohibit you from copying Exam content by taking screenshots or any other method. You may not share, post, or otherwise distribute Exam content anywhere, to anyone, in any way.

If you are uncertain about any actions that might be considered misconduct or misuse, please consult with your Provider.

Exam policies

You are solely responsible for understanding and complying with Talend's Exam policies and procedures, as well as Kryterion's policies and procedures. Please contact Kryterion with any questions.

You can review the Talend Exam retake policy as well as other Exam and testing procedures at <https://www.talend.com/services/training/certification/>

Important privacy notice

Talend is committed to protecting your privacy. This privacy statement applies to the data collected by Talend during your exam session (the "Exam"); it does not apply to other online or offline Talend sites, products, or services.

Collection of your information

We collect many kinds of information in order to operate effectively and provide you with the best products, services, and experiences we can. Some of this information you provide directly to us. Some of it we get by observing how you interact with our products and services. Some of it is available from other sources that we may combine with the data we collect directly.

Regardless of the source, we believe it's important to treat that information with care and to help you maintain your privacy. The personal information we collect may include:

- Personal information about you, such as your name and email address;
- Information about the Exam such as your exam score, your time spent on the Exam, your answers given, Exam results, and usage data of our Exam website.

Use of your information

Talend uses the information we collect to operate, improve, and personalize the products and services we offer and to provide the service(s) or carry out the transaction(s) you have requested or authorized. Information collected through one Talend service may be combined with information collected through other Talend services to give you a more consistent and personalized experience in your interactions with us.

Once you have earned a Talend Certification and are a member of the Talend Certification Program we also may use the information to communicate with you. For example, we may inform you when there are changes to your benefits or let you know when you need to take action to keep your account active.

Sharing personal information

By taking this Exam, you agree that:

1. Talend and the Provider may share your information with each other, including personal information and Exam data, in order to administer the Exams, to improve the testing program and experience, to facilitate statistical analyses, and to determine if you passed the Exam.
2. Talend, its affiliates and the Exam provider may contact you regarding certificates showing that you passed the test, or to share information regarding the Talend Certification Program.
3. Talend may share your information, including Exam results, with other Talend programs to verify compliance with the program requirements.
 - If the Exam was made available to you through a voucher, Talend may share Exam results and information with the company or institution that issued the voucher.
4. Talend may share Exam results, at an aggregate level with individual identifiers removed, with other Talend programs or partners for reporting or statistical analysis about the Exam or the Talend Certification Program.

In addition to any sharing described in this privacy statement, Talend may share or disclose personal information:

- With other Talend controlled subsidiaries and affiliates.
- As part of a corporate transaction such as a merger or sale of assets.
- With vendors or agents. Specifically, we may share it with companies we've hired to provide services on our behalf. When we share information with these other companies to provide services for us, they are not allowed to use it for any other purpose and must keep it confidential.

We also may share or disclose personal information, including the content of your communications:

- To comply with the law or respond to legal process or lawful requests, including from law enforcement and government agencies.
- To protect the rights or property of Talend or our customers, including enforcing the terms governing your use of the services.
- To act on a good faith belief that access or disclosure is necessary to protect the personal safety of Talend employees, customers or the public.

Except as described in this statement, we won't disclose personal information you provide for this Exam to a third party without your consent.

Security of your information

Talend is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer servers with limited access that are located in controlled facilities. Additionally, when we transmit sensitive personal information (such as a password) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol. In the event of a security breach that involves your personal information, Talend will contact you within 72 hours.

If a password is used to help protect your accounts and personal information, it is your responsibility to keep your password confidential. Do not share it. If you are sharing a computer, you should always log out before leaving a site or service to protect access to your information from subsequent users.

Where information is stored and processed

Personal information collected from the Exam may be stored and processed in the United States or any other country where Talend or its affiliates, subsidiaries or service providers maintain facilities. Talend abides by the US-EU Safe Harbor Framework and the US-Swiss Safe Harbor Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of data from the European Economic Area and Switzerland. To learn more about the Safe Harbor program, and to view our certification, please visit <http://www.export.gov/safeharbor/>.

Changes to this privacy statement

We will occasionally update our privacy statements to reflect customer feedback and changes in our services. When we post changes to a statement, we will revise the "last updated" date at the top of the statement. If there are material changes to the statement or in how Talend will use your personal information, we will notify you either by prominently posting a notice of such changes before they take effect or by directly sending you a notification. We encourage you to periodically review the privacy statements for the products and services you use to learn how Talend is protecting your information.

If you would like Talend to delete your personal information, please contact legal@talend.com.

All rights reserved

In addition to any other rights and remedies provided by law or this Exam Agreement, Talend hereby expressly reserves all of its rights and remedies arising out of a breach of this Exam Agreement or the infringement of any of Talend's intellectual property rights.

Disclaimer

Talend does not represent or warrant that (a) the Exam Services are accurate, complete, reliable, current or error-free. Except as expressly provided to the contrary in writing by Talend, the Exam Services are provided on an "as is" basis without warranties of any kind, and, to the fullest extent permitted by applicable law, Talend disclaims all statutory and implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Indemnification

You agree to defend, indemnify and hold harmless Talend Inc. and its affiliates, and their respective directors, officers, employees and agents (collectively, "the Talend Parties") from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Exam Services, (b) your breach of any of these terms, or (c) your violation of the rights of any third party.

Limitation of Liability

To the fullest extent permitted by applicable law: (a) in no event shall the Talend parties be liable for any special, indirect or consequential damages, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including as a result of Talend's negligence) or otherwise, arising out of or in any way connected with these terms or the use of or inability to use the Exam Services; and (b) in no event shall the aggregate liability of the Talend parties, whether in contract, warranty, tort (including as a result of Talend's negligence), product liability, strict liability or other theory, arising out of or relating to this Exam Agreement or the use of or inability to use the Exam Services exceed any compensation you pay, if any, to Talend for access to or use of these Exam Services.

No Third-Party Beneficiaries

This Exam Agreement is for the benefit of, and will be enforceable by, Talend and you only. This Exam Agreement is not intended to confer any right or benefit on any third party or to create any obligations to any such third party.

Governing Law

Any dispute between the parties regarding the subject matter of this Exam Agreement will be governed by these terms and the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Severability

If any provision of this Exam Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Acceptance or rejection of the Exam Agreement

Select **Yes** to acknowledge that you are at least 18 years of age, you have the full right and authority to enter into this Exam Agreement, and you accept and agree to be bound by the terms and conditions of this Exam Agreement.

Select **No** if you do not accept the above terms.

You must select **Yes** to continue with the Exam.