

STITCH PRODUCTS ADDENDUM

This Stitch Products 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 Stitch Products Addendum, the following capitalized terms shall have the meaning set forth below. Other capitalized terms shall have the meanings set forth where they are first defined.

- (a) “Account Parameters” means the parameters within which you and your Authorized Users may access and use the Platform, as set forth on the Order Form.
- (b) “Aggregated Data” means Metadata that has been aggregated with other similar data and does not identify or enable the identification of Customer, Authorized Users or Customer’s customers.
- (c) “Authorized User” means any of your current employees, consultants, or agents whom you authorize to access and use the Platform pursuant to the Agreement; provided, however, that any consultants’ or agents’ access and use of the Platform shall be limited to their provision of services to you. You are responsible for the acts and omissions of your Authorized Users and any other person who accesses and uses the Platform using any of your or your Authorized Users’ access credentials, and all obligations of yours under the Agreement shall apply fully to any such Authorized User or other person as if they were “you” under the Agreement.
- (d) “Beta Features” means pre-release features, functionalities, or modules of the Platform that are made available to you to use and evaluate. For the avoidance of doubt, “Beta Features” are not included in the definition of “Stitch Services,” “Free Products,” “Platform” or “Website”.
- (e) “Customer Data” means collectively the Loaded Data, the Extracted Data, and any other applications, data, data files and software provided by Customer or any Authorized User of Customer that reside on, or runs on or through, the Platform. Customer agrees not to include any production data in its Customer Data during the Free Trial Period.
- (f) “Extracted Data” means, any Customer Data that Customer or its Authorized Users enable Talend to access and extract from the Servers to the Platform.
- (g) “Free Products” means tools, features, functionalities, or modules of the Platform that are made available to you to use at no charge. For the avoidance of doubt, “Free Products” are not included in the definition of “Stitch Services,” “Beta Features,” “Platform” or “Website”.
- (h) “Loaded Data” means, any Customer Data that Talend transfers or loads onto the Servers via the Platform.
- (i) “Platform” means the Stitch Inc. proprietary, cloud-based platform.
- (j) “Sensitive Personal Information” means the following types of data: any financial information (including, without limitation, billing information and cardholder or sensitive authentication data, as those terms are defined under the Payment Card Industry Data Security Standard), personally identifiable financial information as defined by and subject to the Gramm-Leach-Bliley Financial Modernization Act of 1999 (“GLBA”), country identification numbers, (including, without limitation, Social Insurance Number, Social Security Number, or other governmentally-issued identification number such as driver’s license or passport number drivers’ license numbers), data on any minor under the age of thirteen that would be subject to the Children Online Privacy Protection Act (“COPPA”), education records, as defined under the Family Educational Rights and Privacy Act of 1974 (“FERPA”), any protected health information subject to the Health Insurance Portability and Accountability Act (“HIPAA”), special categories of personal data identified in Article 9 of the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and personal data relating to criminal convictions and offences.
- (k) “Servers” means the servers owned or controlled by you or your third-party hosting providers, which shall host the Customer Data after it is extracted and transferred via the Platform. In limited circumstances, upon the agreement of the Parties, we may manage a separate instance for you on the servers of our third-party hosting provider.
- (l) “Stitch Service” means our provision to you of access to and usage of the Platform through the Website as set forth in the Agreement, including without limitation, both the Free Trial Period and paid subscriptions.
- (m) “Stitch Products” means collectively the Stitch Service, the Free Products, the Beta Features, the Platform, and the Website. For the avoidance of doubt, the Stitch Products and support for the Stitch Products, as further described in this Stitch Products Addendum, are provided to Customer by Stitch on behalf of Talend. Talend remains responsible for any performance by Stitch under this Agreement.

(n) "Website" means any website through which we provide access to the Platform, including <https://www.stitchdata.com/>.

2. Subscription Grant; Trial Period

(a) **Subscription Grant.** Subject to the terms and conditions of the Agreement, including this Stitch Products Addendum, and including, without limitation, the Account Parameters set forth on the Order Form, Talend hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to use the Stitch Products 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 Stitch Products, including any programs or materials to which Customer is provided access, available in any manner to any third party other than Customer's Authorized Users; (c) use the Stitch Products other than for licensed purposes; (d) modify, make derivative works of, disassemble, reverse compile, reverse engineer, reproduce, distribute, republish or download any part of the Stitch Products, (e) disclose results of any benchmark tests or performance tests of the Stitch Products without Talend's prior written consent; (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 Stitch Products or materials available, to any third party, except as expressly provided under the Agreement, or except with Talend's prior written permission in each instance, which Talend may withhold in its sole and absolute discretion; or (g) make any copies of the Stitch Products. In connection with any subscription: (i) Customer is solely responsible for securing sufficient capacity on the Servers for the Customer Data and for hosting and maintaining the Servers (or contracting with Talend or a third party to do so); and (ii) Customer shall provide Talend all information (such as access credentials and Server information) necessary to load the Customer Data on the Servers. For security reasons, Customer should provide the information required under subsection (ii) only through the Platform through the connection set-up screen, and not through any other channel.

(b) **Free Trial Period.** The "Free Trial Period" is the fourteen (14) day free trial period (or such longer period as authorized by Talend following Customer's written request) commencing upon Customer's initial input of Customer Data through the Stitch Services, following Customer's Account registration. Talend will provide the Stitch Service to Customer free of charge during the Free Trial Period. Following the Free Trial Period, Customer will be presented with an Order Form on Customer's next sign-in to select a tier in order to keep using the Stitch Service. If Customer has not selected a subscription tier, its access to the Platform will be limited to Free Products, and Talend will automatically set capacity limitations. Termination of any Free Trial Period shall be as set forth in Section 5.2 of the Agreement, except that such termination shall take effect immediately. Customer agrees not to include any production data in its Customer Data during the Free Trial Period. The Free Trial Period is included in the definition of Subscription Term.

(c) **Compliance.** Talend reserves the right to monitor Customer and its Authorized Users' compliance with the applicable Account Parameters and the other provisions of the Agreement. If any such monitoring reveals that Customer has exceeded any Account Parameters or other usage limitations or otherwise are not using the Stitch Products in compliance with the Agreement, then Customer will remedy any such non-compliance within five (5) business days of receiving notice from Talend, including, if applicable, through the payment of additional Subscription fees. Any failure to remedy such non-compliance will be deemed a material breach of the Agreement.

(d) **Changes to Service.** Talend may modify the Platform and Website from time to time by adding or deleting features to improve the user experience.

(e) **Beta Features.** From time to time, Customer may be able to access and try Beta Features. Customer may choose to access such Beta Features at its sole discretion. An important part of the beta process is getting real-world testing of the Beta Features before a general release. If Customer chooses to try out any Beta Features, the following additional terms and conditions will apply. Customer will not use such Beta Features unless it agrees to all such additional term and conditions:

- Customer acknowledges that Beta Features (i) are still in development and are provided for evaluation purposes only and not for production use, (ii) are not considered part of the Stitch Service under the Agreement, (iii) are not supported, may have bugs or errors, and are provided "AS IS" with no warranties of any kind, and (iv) may be subject to additional terms.
- Unless otherwise stated, any Beta Feature trial period will expire upon the date that a version of the Beta Feature becomes generally available as part of the Stitch Service or Talend elects to discontinue such Beta Feature.
- Beta Features may materially change prior to commercial launch, or may never be released commercially. Talend may discontinue Beta Features at any time in its sole discretion and may never make them generally available.
- TALEND WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA FEATURE, AND CUSTOMER'S USE OF OR RELIANCE ON ANY BETA FEATURE IS AT CUSTOMER'S OWN RISK.

(f) **Free Products.** Talend may, in its sole discretion, provide Customer with Free Products. Customer may use such products with or without the Stitch Services at its sole discretion. If Customer uses any or all of the Free Products, the following additional terms and conditions will apply. Customer will not use such Free Products unless Customer agrees to all such additional term and conditions:

- Customer acknowledges that Free Products are not considered part of the Stitch Service under the Agreement, are not supported, are provided “AS IS” with no warranties of any kind, and may be subject to additional terms.
- Talend may discontinue Free Products (or Customer’s access to any Free Products) at any time in its sole discretion.
- TALEND WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A FREE PRODUCT, AND CUSTOMER’S USE OF OR RELIANCE ON ANY FREE PRODUCT IS AT CUSTOMER’S OWN RISK.

3. Account Access & Data. Each Authorized User will be assigned a unique user name and password to access the Stitch Services. The Stitch Service may be accessed by no more than the total number Authorized Users for which Customer has purchased a Cloud Subscription to use such Stitch Service, as set forth in the applicable Order Form. Additional Authorized Users may be purchased during the applicable Subscription Term at a prorated amount for the remainder of the then-current Subscription Term. Authorized Users must log into the Website and register. During the initial registration, Authorized User will be prompted to create an account (“Account”), which includes a sign-in name (“Sign-In Name”), a password (“Password”), and perhaps certain additional information that will assist in authenticating the Authorized User’s identity when he or she logs-in in the future (“Unique Identifiers”). When creating the account, Authorized Users must provide true, accurate, current, and complete information. Customer shall be responsible for identifying and authenticating all Authorized Users, for approving access by such Authorized Users to the Stitch Service, for controlling against unauthorized access by such Authorized Users, and for maintaining the confidentiality and use of Authorized Users’ Sign-In Names, Passwords, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Website or the Platform. Talend is not liable for any harm caused by Customer Authorized Users, including individuals who were not authorized to have access to the Stitch Service. Customer shall be responsible for all activities that occur under Customer’s and Customer’s Authorized Users’ Passwords or Account or as a result of Customers or Customer’s Authorized Users’ access to the Stitch Service. Customer will promptly inform Talend of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. Talend reserves the right to delete or change Authorized Users’ Accounts, Passwords, Sign-In Names, or Unique Identifiers at any time and for any reason. Furthermore, Customer agrees not to transmit or store any Content, Customer Data, information or materials that (i) are infringing, obscene, threatening, libelous, or otherwise unlawful or offensive (ii) contain any Sensitive Personal Information (except as that is required to be provided in connection with registration and/or otherwise expressly permitted in writing by Talend), (iii) contain false, misleading or deceptive statements, depictions, or sales practices, (iv) violates the privacy rights of any person or (v) contains software virus, worms, trojan horses or other harmful computer code, when using the Stitch Products. 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 Stitch Products, including those related to Taxes, data privacy and the transmission of technical or personal data, and shall have sole responsibility for the accuracy, quality, and legality of its Customer Data. Talend may retain a copy of Customer Data or Metadata for a reasonable period of time in order to provide the Stitch Service and/or any professional services or as otherwise required by applicable law, rule or regulation. Talend does not own or accept any responsibility for any Content, Customer Data, or material that Customer processes or submits to the Stitch Service in the course of Customer’s use of such services. Talend shall not be liable or responsible for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Customer shall be fully responsible for all internet access and connectivity issues to the Stitch Service.

4. Ownership. Except as (i) provided in Section 5(a) of this Stitch Product Addendum, or (ii) to the extent included in Aggregated Data, Customer retains ownership of all Customer Data, materials or information used or processed through the Stitch Products. Talend and its licensors retain all ownership and intellectual property rights to the Stitch Products and the Aggregated Data, including derivative works thereof. To the extent, if any, that the Agreement does not provide Talend with full ownership, right, title and interest in and to the Aggregated Data, Customer hereby irrevocably transfers, conveys, and assigns to Talend (with full warranty of title and free from all encumbrances) any and all of Customer’s interest in and right and title to the Aggregated Data and all related intellectual property rights contained therein and related thereto, including without limitation, all right to and interest in all causes of action throughout the world, either in law or in equity for past, present, or future infringement based on the intellectual property rights.

5. Service Availability. Talend will use commercially reasonable efforts to make the Stitch 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. Additional Representations and Warranties.

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

(b) **Customer Warranty.** Customer represents and warrants to Talend that it has the right to provide the Customer Data in accordance with the Agreement.

7. Customer Indemnification for Customer Data. 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 Customer Data 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 or the appropriate Customer representative; (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, at Customer's expense, all available information and assistance reasonably requested; and (d) has not compromised or settled such Claim.

8. Privacy; Security; Disclosures. The privacy policy for the Stitch Products may be viewed at <https://www.stitchdata.com/privacy/> ("Privacy Policy"). Talend reserves the right to modify this privacy policy from time to time or as required by applicable law. The Stitch Service employs commercially reasonable physical, administrative, and technical safeguards for data security, to protect Customer Data from unauthorized use or disclosure. Some of such data may be subject to governmental regulation or otherwise may require security measures beyond those set forth herein. Unless Talend has first agreed in writing to provide such additional required security measures, Talend shall have no obligation to do so or any liability in connection therewith. Talend occasionally may need to notify all users of the Stitch Service of important announcements regarding the operation of the Stitch Service, and may do this online or via email.

9. Fees; Payment; Subscription Terms

(a) **Subscription Term.** The Stitch Services are available through annual subscriptions. The Subscription Term shall commence on the Order Effective Date and Talend will automatically renew the Cloud Subscription on each subsequent annual anniversary date of the Cloud Subscription thereafter unless cancelled or otherwise terminated in accordance with the Agreement. Customer agrees that prior to commencement of the Subscription Term and prior to the commencement of any subsequent renewal date thereof, Talend will charge Customer's then-current payment method associated with the Customer Account for the applicable then-current Subscription fee.

(b) **Price and Subscription Plans.** Fees for the 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 its subscription plan or any components thereof in its sole discretion upon written notice to Customer. Any price changes or changes to Customer's subscription plan will take effect thirty (30) days following notice to you at the beginning of the next subsequent Subscription Term. Talend shall be entitled to recover all reasonable costs of collection (including reasonable attorneys' fees, expenses, and costs) incurred in attempting to collect undisputed payments from Customer that are more than thirty (30) days delinquent.

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. If Talend terminates the Agreement pursuant to Section 5.2, Customer will promptly pay all unpaid fees and Taxes through the end of the applicable Subscription Term.

11. Suspension of the Stitch Service. In addition to its other rights under the Agreement, Talend may suspend Customer's access to the Stitch Service 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 Stitch Service by Customer or any of its Authorized Users. If suspended, Talend will promptly restore use of the Stitch Service to Customer as soon as the event giving rise to the suspension has been resolved to Talend's satisfaction.

12. Feedback. Customer may choose to or Talend may invite Customer to submit comments or ideas about the Stitch Products and how to improve any of the foregoing (collectively, "Ideas"). By submitting any Idea, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place Talend under any fiduciary or other obligation, and that Talend is free to use the Idea without any additional compensation to Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of Customer's submission, Talend does not

waive any rights to use similar or related ideas previously known to Talend, or developed by Talend employees, or obtained from sources other than Customer.

13. Customer Data.

(a) **License to Customer Data; Metadata.** Talend will use Customer Data only to provide the Stitch Service and as otherwise permitted by the Agreement and the Privacy Policy (defined below). Customer hereby grants to Talend a worldwide, royalty-free, non-exclusive license to access, use, copy, reproduce, display and distribute the Customer Data during the applicable Subscription Term, in order to provide the Stitch Service to Customer under the Agreement, including to: (i) copy Extracted Data from one of the Servers to which Customer facilitates Talend’s access via an application programming interface (“API”) or other means and cache it on Talend’s servers or on a third-party service; and (ii) modify and transfer this Extracted Data in order to provide the Loaded Data to another one of the Servers, all subject to the third party’s terms of service applicable to such Servers. Without limiting any of the foregoing and in addition thereto, Customer hereby grants Talend a worldwide, royalty-free, non-exclusive license to access, use, copy, reproduce, display and distribute the Metadata (a) during the Term, in order to provide the Stitch Services to Customer under the Agreement, including to analyze the Metadata to determine which other products and services may be relevant to Customer; and (b) in perpetuity, solely if and to the extent such Metadata constitutes Aggregated Data.

(b) **Sensitive Personal Information.** Customer agrees to remove all Sensitive Personal Information before enabling Talend’s access to any Customer Data. Any access to Customer Data that includes Sensitive Personal Information is at Customer’s own risk. Talend will not have any liability that may result from the disclosure of such information to Talend. If Customer intends to provide any Sensitive Personal Information as part of its Customer Data, it will need to notify Talend in writing and receive Talend’s written consent prior to providing Talend with such access. To the extent any of Customer’s data, including personally identifiable information, data, and/or records of an individual (“Personal Information”) is accessed by Talend as part of the Customer Data, Customer agrees that it has all rights and authorities necessary to process such data in accordance with the terms of the Agreement and that Talend’s processing on Customer’s behalf shall not violate any applicable laws or any person or entity’s proprietary, privacy or intellectual property rights. Customer is solely responsible for (i) the content and legality of such data; (ii) ensuring compliance with all laws applicable to such data; (iii) Customer’s configuration and use of the Stitch Products; and (iv) taking appropriate action to secure, protect and backup such data, which may include use of encryption to protect such data from unauthorized access. For the avoidance of doubt, no other Personal Information or personal data, other than the protected categories described under “Sensitive Personal Information” are required to be removed from Customer Data.

14. **Support.** Subject to the payment by Customer of applicable Fees set forth on the Order Form, Talend will provide Customer with support as described on the Website, the Platform, or the applicable Order Form, including through the Stitch help center, available at <https://www.stitchdata.com/docs>, which has detailed information about how to use the Stitch Services. Primary technical information is provided through the Documentation available on the Platform. Support is provided to Customer solely for Customer’s internal use and Customer may not use support services to supply any consulting, support or training services to any third party. Talend reserves the right to modify reasonably its policies in connection with support for the Stitch Products, provided that in no event will it materially degrade or diminish the level and quality of support provided during the term of the Agreement. Talend shall have no obligation to support versions of the Website, the Stitch Service, or the Platform that have been modified by Customer or are not the most up to date versions of the foregoing. Additionally, Customer may access chat support after signing in, and Talend endeavors to respond to chat support requests within about 15 minutes during business hours (8 a.m. - 8 p.m. Eastern Time). The following support service levels shall apply with respect to the Stitch Products:

Category	Measurement	Service Level Target
Support Response Time	Response time within 1 hour for support inquiries during support hours (8am - 8pm ET, M-F, excluding holidays)	100% of the time
Engineering Diagnosis	Engineering diagnosis (or update of diagnosis progress) within 24 hours of escalation to an engineer	100% of the time

15. **European Economic Area and California.** If Customer is established in, or any of the Customer Data or Metadata contains the personal data of individuals in, the European Economic Area or the State of California, Stitch will process any personal data Customer submits to Stitch when Customer uses the Stitch Service in accordance with the Data Protection Addendum (“DPA”) available for download [here](#), which will be supplemental to the Agreement. (**Note:** The DPA includes California Consumer Privacy Act (CCPA) clauses). For the purposes of this Section 15, the terms “personal data” and “process” shall have the

meanings given to them in GDPR and CCPA. **To submit a signed DPA to Stitch, please use the [DPA Submission Form](#).** If you have already signed a version of the DPA that did not include the CCPA clauses and wish to add them, please download and sign the [CCPA Amendment to the DPA](#) and use the DPA Submission Form linked above to submit it.

16. Survival. Section 2 and 4 plus Sections 7-13, and Sections 15-16 of this Stitch Products Addendum shall survive any termination or expiration of the Agreement.