



Teradata Corporation
Website Terms of Use



TERADATA

WEBSITE TERMS OF USE

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1. Copyrights, Trademarks and other Intellectual Property

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2. Legal Terms

From time-to-time, we may propose to supplement or amend this section of this document and other terms of use or prohibitions with site-specific or interaction-specific terms, such as with respect to a particular permission-based subscription, membership, forum-access, transaction, location, country, information-type or particular other web, information exchange or social media site ("Supplemental Legal Terms"). If so, those Supplemental Legal Terms will be made accessible to you and will apply, to the maximum extent permitted by applicable law, if you accept those Supplemental Legal Terms or proceed with access after the Supplemental Legal Terms are made accessible to you.

3. Disclaimer of Warranty and Limitation of Liability

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4. Use of the Teradata Logo

Logos are the most visible form of a company's brand identity and must be managed carefully to protect the company values, integrity and high standards they represent. The logos posted on Teradata Sites or in related publications, documents or other Teradata communications are for use only by Teradata and authorized Teradata Partners on authorized websites, in jointly-produced collateral and related marketing

materials. All other not-expressly-authorized-in-advance-by-Teradata usage by any other parties is prohibited.

For authorized use and users of Teradata logos, the following also shall apply:

- The logos may only be used as provided by Teradata. Do not make any modifications of any kind to the logo, including, but not limited to, animation, color, background, distortion of any type, or removal of any words. If you need a logo file that has not been provided here, please contact Andrea Stamas at andrea.stamas@teradata.com.
- Place logos only on either a black or white background. All other color adaptations or graphical backgrounds are strictly prohibited.
- The color logo should always be reproduced in Teradata Orange. The color should always be produced as follows: CMYK M:53, Y:100, and K:4. Reference the Teradata Production Guide for drawdown samples. The web color is: HEX: FF6600.
- To maintain legibility, do not scale the Teradata logo below 1 inch wide.
- To correctly present a logo, there must be open space surrounding the logo that is at least the height of the letter "T" in the logo.
- Do not combine the logo with any other objects, including, but not limited to, words, photos, numbers or other logos.

Please contact us and see relevant Sites for additional information regarding use guidelines, restrictions and prohibitions that apply to other logos and marks of Teradata.

5. Permissible Use and Restrictions on Use

Access and use of the Sites, documents or communications to which this document is appended or incorporated by reference or other sites, documents or communications accessed or accessible (e.g., posted or linked) by, through or in connection with such a Site, document or communication are provided solely for their Teradata-intended business purposes, such as for the user to obtain personal knowledge of public information regarding Teradata and its products and services. Examples of prohibited uses include:

- any unlawful or harmful purpose
- to defame, disparage, harass, or threaten others
- violate the rights of others
- use in any manner that could damage, disable, or exhaust Teradata network or computer resources
- promote any goods or services without Teradata's prior written consent
- provide content that is profane, obscene, or similarly inappropriate
- provide content that contains viruses or other harmful computer code

- provide content unless you own the content or have all consents legally required to provide it; for example, do not provide PI or confidential information of others (such as your employer or fellow employees) without their consent, copyrighted material without the consent of the copyright owner, or an image of a person without that person's consent
- falsely identify yourself, your employer, or other affiliations
- falsely identify the source of any content
- remove any legal notices from any content
- access, attempt to access, or attempt to gain information to enable access to (e.g., phishing) the account of another user
- bypass or attempt to bypass any security measures associated with it, including measures associated with a user's account, specific content or services, or other Teradata network or computer resources
- extract e-mail addresses or other the PI from or through it
- interfere with any other user's use of it
- Teradata to incur costs by your use of it

If you become aware of any prohibited uses, you should promptly notify the Site webmaster or one of the applicable contacts listed in the "Contact Us" section of this document, and provide a detailed description of the prohibited-use and reasonably cooperate with Teradata in its investigation. However, Teradata is not obligated to enforce such terms or prohibitions against any particular user.

If you breach such terms or prohibitions, your rights to the associated content and services automatically terminate, Teradata may block your access to that Site and any other Teradata Site(s), you must discontinue your access to and use of the associated content and services, and you must securely and irretrievably destroy all copies of the associated content in your possession.

6. Claims of Copyright Infringement

If material on one or more Sites, documents or communications to which this document is applicable, appended or incorporated by reference infringes your copyrights, submit a written notification ("Infringement Notice") consistent with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512 ("DMCA") to the following Designated Agent:

Name of Agent Designated to Receive Notification of Claimed Infringement:
 Laura Nyquist, General Counsel

Full Address of Designated Agent to which Notification Should be Sent:
 General Counsel/Notices – Law Department

Teradata Corporation
17095 Via del Campo
San Diego, California 92127

Telephone Number of Designated Agent: (937) 242-4719

Facsimile Number of Designated Agent: (937) 847-8425

E-mail Address of Designated Agent: law.notices@teradata.com

To be effective under the DMCA, the notice must include substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Teradata to locate the material;
4. Information reasonably sufficient to permit Teradata to contact the complaining party, such as an address, telephone number, and if available, an e-mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of such an Infringement Notice consistent with the DMCA:

1. Teradata will remove, or disable access to, the material that is claimed to be infringing; and
2. Teradata will take reasonable steps to forward the written notification to the alleged infringer with information about the steps Teradata has taken to assess and/or remove or disable access to the material.

If you want to contest an assessment, removal or disabling of your content for alleged copyright infringement, submit a written notice ("Counter Notice") to the Designated Agent. To be effective, the Counter Notice must include substantially the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. Your statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. Your name, address, and telephone number; and
5. Your statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or, for the Southern District of New York, if you reside outside of the United States) and that you will accept service of process from the person who provided the Infringement Notice or from an agent of such person.

Upon receipt of a Counter Notice consistent with the DMCA:

1. Teradata will provide a copy of the Counter Notice to the person who provided the Infringement Notice and inform that person that Teradata will replace the removed material, or cease disabling access to it, in 10 business days; and
2. Teradata will replace the removed material, or cease disabling access to it, not less than 10, nor more than 14, business days following receipt of the Counter Notice, unless the Designated Agent first receives notice from the person who provided the Infringement Notice that such person has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on the Website.

7. Export Laws

You must comply fully with all applicable export laws and regulations of the United States ("Export Laws") to assure that no content is (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purpose prohibited by the Export Laws, including, without limitation, terrorism, cyber-attacks, cyber-crimes, money-laundering, industrial espionage, or nuclear, chemical or biological weapons proliferation.

IMPORTANT - BY DOWNLOADING, OBTAINING, ACCESSING OR REQUESTING ANY SOFTWARE OR ANY DOCUMENT, RESOURCE OR CONTENT CONTAINING TECHNICAL INFORMATION FROM ANY OF OUR SITES:

- YOU ACKNOWLEDGE THAT SUCH SOFTWARE, DOCUMENT, RESOURCE AND CONTENT ARE SUBJECT TO THE RESTRICTIONS AND CONTROLS IMPOSED BY THE EXPORT LAWS OF THE UNITED STATES; AND
- YOU CERTIFY THAT:

- YOU DO NOT INTEND TO USE SUCH SOFTWARE, DOCUMENT, RESOURCE OR CONTENT FOR ANY PURPOSE PROHIBITED BY UNITED STATES EXPORT LAWS, INCLUDING, WITHOUT LIMITATION, TERRORISM, CYBER-ATTACKS, CYBER-CRIMES, MONEY-LAUNDERING, INDUSTRIAL ESPIONAGE, OR NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS PROLIFERATION; AND
- YOU ARE NOT LISTED AS A DENIED PARTY ON ANY LIST GOVERNING UNITED STATES EXPORTS; AND
- YOU ARE NOT A NATIONAL OF ANY COUNTRY THAT IS NOT APPROVED FOR EXPORT OF SUCH SOFTWARE, DOCUMENT, RESOURCE OR CONTENT (AS OF 2016, THESE COUNTRIES INCLUDE CUBA, IRAN, NORTH KOREA, SUDAN, AND SYRIA).

8. Miscellaneous

You are solely responsible for compliance with all laws applicable to you.

Non-Teradata (*i.e.*, third-party) sites, documents or communications may be accessed or accessible (*e.g.*, linked or posted) in or in connection with a Teradata Site, document or communication. Such third-party sites, documents and communications are provided for your convenience only and do not imply any endorsement of any third-party by Teradata or any endorsement of Teradata by such third-party. Such third-party is solely and directly responsible for its sites, documents and communications and any harm they may cause you or others.

Delaware law (excluding its choice of law rules) governs the interpretation and enforcement of this section of this document and any applicable "Supplemental Legal Terms". The exclusive personal jurisdiction and venue of the courts of the State of Delaware or the Federal District Court for the District of Delaware shall apply with respect to such.

You may not delegate your obligations or responsibilities under the "Terms" of this document or any applicable "Supplemental Legal Terms" without Teradata's written consent. If a court of competent jurisdiction finds any portion of the "Terms" or any applicable "Supplemental Legal Terms" unenforceable, such portion is to be enforced to the maximum extent permissible and the remainder of such terms and prohibitions and applicable "Supplemental Legal Terms" will continue in full force and effect. Any failure to enforce or exercise any provision of such terms or prohibitions, any applicable "Supplemental Legal Terms" or any related right shall not constitute a waiver of that right or provision.

The "Terms" section of this document, together with any applicable "Supplemental Legal Terms", are the complete terms and agreement between you and Teradata regarding their subject matters and the Sites, documents and communications to which

this document is applicable, appended or incorporated by reference (together, such “Terms” and applicable “Supplemental Legal Terms” also may be referred to elsewhere as the applicable “Terms of Use” or “Terms of Service”).

END OF DOCUMENT