

END USER AGREEMENT FOR TERADATA ON AWS (Version dated 2018 October 4)

IMPORTANT: READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE IN YOUR AMAZON WEB SERVICES ("AWS") ACCOUNT. TERADATA GRANTS YOU ACCESS TO THE SOFTWARE ONLY IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INSTALLING OR USING THE SOFTWARE, YOU (1) AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (2) REPRESENT AND WARRANT THAT YOU POSSESS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU AND ANY COMPANY FOR WHICH YOU ARE ACTING (FOR EXAMPLE, YOUR EMPLOYER). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.

IMPORTANT: BY DOWNLOADING THE SOFTWARE:

- YOU ACKNOWLEDGE THAT THE SOFTWARE YOU ARE DOWNLOADING FROM TERADATA IS SUBJECT TO THE RESTRICTIONS AND CONTROLS IMPOSED BY UNITED STATES EXPORT REGULATIONS.
- YOU CERTIFY THAT:
 - YOU DO NOT INTEND TO USE THE SOFTWARE FOR ANY PURPOSE PROHIBITED BY UNITED STATES EXPORT REGULATIONS, INCLUDING, WITHOUT LIMITATION, TERRORISM, CYBER-ATTACKS, CYBER-CRIMES, MONEY-LAUNDERING, INDUSTRIAL ESPIONAGE, OR NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS PROLIFERATION.
 - YOU ARE NOT LISTED AS A DENIED PARTY ON ANY LIST GOVERNING UNITED STATES EXPORTS.
 - YOU ARE NOT A NATIONAL OF ANY COUNTRY THAT IS NOT APPROVED FOR EXPORT OF THE SOFTWARE. AS OF 2017, THESE COUNTRIES ARE CUBA, IRAN, NORTH KOREA, SUDAN, AND SYRIA.

This End User Agreement ("Agreement") is a binding legal contract between you (as defined below) and Teradata (as defined below) regarding the Software (as defined below) and Services (as defined in Section 5). The terms "you", "your" and "yours" collectively and individually refer to you as an individual and to any company for which you are acting. For Software accessed in the United States, the term "Teradata" refers to Teradata Operations, Inc. For Software accessed outside the United States, the term "Teradata" refers to Teradata International Sales Limited and or any Teradata Affiliate (as defined below) to which Teradata International Sales Limited may assign this Agreement in accordance with Section 10.1. "Teradata Affiliate" refers to any entity directly or indirectly wholly owned by Teradata Corporation. "Software" refers to any Teradata branded software product that (a) you obtain from Teradata's listings in the AWS Marketplace ("Marketplace Software"), (b) you upload to your AWS account pursuant to permission granted by Teradata in a separate written agreement ("Supplemental Software"), and (c) you download to your physical site and use on your physical site in conjunction with Marketplace Software pursuant to permission granted by Teradata in this Agreement or a separate written agreement ("Client Software"). For clarity, Software includes all documentation and other content, in whole or in part, related to your access and use of the Software that Teradata may elect in its sole

discretion to provide you, including all content available from Teradata support sites such as "Teradata at Your Service". For clarity, Software includes any and all error corrections, bug fixes, updates, upgrades, or new versions or releases of the Software that Teradata may elect in its sole discretion to provide you. "User" refers to any individual or entity that accesses or uses the Software through your AWS account. "Order" refers to the AWS ordering documentation (including a registration webpage), pursuant to which you obtain limited access to the Software and includes all terms, conditions, and restrictions (including limitations of time, resources, and utilization) described on Teradata's listing page for the Software. "AWS Services" refers to the cloud computing platform hosting service provided by AWS to you pursuant to a separate agreement between AWS and you. "AWS Terms and Policies" refers to all the terms, conditions, restrictions, and policies applicable to you resulting from the Order and from your subscription to, and use of, AWS Services, including the AWS customer agreement, acceptable use policy, site terms, content terms, and service terms.

1. Access and Use; Restrictions

1.1 Access Types. "Trial Access" refers to Orders in which you pay AWS fees for the AWS Services, but do not pay AWS additional fees for access to the Marketplace Software. "Paid Access" refers to Orders in which you pay AWS for the AWS Services and you pay AWS additional fees for access to the Marketplace Software.

1.2 Access and Use. Subject to your compliance with all the terms, conditions, and restrictions of this Agreement, the Order, and the AWS Terms and Policies, Teradata grants you non-exclusive, non-transferable, subscription-based access to, and use of, the Marketplace Software worldwide (subject to applicable export laws) during the term of this Agreement (as described in Section 4) solely: (a) for Paid Access, to run your internal business operations or (b) for Trial Access, to evaluate the Software.

1.3 License to Client Software. Subject to your compliance with all the terms, conditions, and restrictions of this Agreement, the Order, and the AWS Terms and Policies, Teradata grants you non-exclusive, non-transferable, limited-term, license to install and use the Client Software worldwide (subject to applicable export laws) during the term of this Agreement (as described in Section 4) on your computer(s) solely for purposes of facilitating your permitted use of the Marketplace Software.

1.4 Restrictions. You will not access or use the Software, except via the AWS Services. You will not use the Software or AWS Services in a way intended to avoid incurring fees or exceeding the limitations agreed to in an Order. For example, you will not access or use the Software for (a) more than one trial period, (b) more than any query concurrency limit, or (c) more than any node limit. Except as required to access and use the Software on the AWS Services, you will not copy the Software. You will not modify the Software or create derivative works based on the Software. You will not license, sublicense, sell, resell, loan, rent, lease, transfer, assign, or distribute the Software. You will not time share or otherwise commercially exploit for, or make the Software available to, any

third party. You will not disassemble, reverse engineer, or decompile the Software, except to the extent expressly permitted by applicable law without the possibility of contractual waiver. You will not access the Software with an intent to build a competitive product or service, or copy or substantially copy any ideas, features, functions, organization, structure, application program interface, graphics, or user interface of the Software. You will not make any use of, disclosure of, or perform any acts with respect to, the Software other than as expressly permitted by the terms of this Agreement and the Order. Notwithstanding anything to the contrary, you do not have any license, right, or authority to subject the Software, in whole or in part or as part of a larger work, to any terms of any other license agreement, including GNU Public Licenses.

1.5 Open Source. Access to certain open source software is subject to applicable open source license terms. Nothing in this Agreement shall limit or otherwise affect your rights or obligations, or conditions to which you may be subject, under such open source license terms. Such open source license terms are available from a link on Teradata's listing page for the Software. Teradata provides source code to certain open source software for certain periods of time in compliance with certain applicable licenses. To request such source code, visit <http://developer.teradata.com/download/license/aws-oss-source-code-request>.

1.6 Reservation of Rights. The Software, including all full and partial copies thereof, is and remains the exclusive property of Teradata and its licensors. Except for the access and use rights expressly set forth in this Agreement, no license or other rights in or to the Software or Teradata's and its licensor's intellectual property rights therein, are granted to you, and all such licenses and rights are expressly reserved. You will ensure that all copies of the Software contain Teradata's and its licensors' copyright notices and all other proprietary legends.

2. Responsibilities

2.1 You will comply with the AWS Terms and Policies and are responsible for such compliance by you and your Users. You are responsible for installation, configuration, and secure operation of, as well as secure connectivity to, the Software and AWS Services. You are responsible for population, maintenance, security, protection, loss prevention, and backup of your data and other content. You will ensure that your data and other content is free of all viruses and comparable elements which could harm the systems or software used on the AWS Services, including the Software. You will ensure that you collect, maintain and handle all data in compliance with all applicable data privacy and protection laws, rules and regulations. Notwithstanding any assistance or consulting that Teradata may provide you with respect to the AWS Services, Teradata is not responsible for any aspect of the AWS Services, including its availability, reliability, security, and privacy.

2.2 You are responsible for monitoring your access to, and use of, the Software on AWS Services, including payment of all fees and/or taxes related to such access and use. If your access to the Software is Trial Access, you are still responsible to pay for the AWS Services during the trial

period. You agree that Teradata is permitted to request and you hereby consent to Teradata receiving information from AWS related to your use of the Software for auditing purposes.

2.3 To the full extent permitted by applicable law, you shall defend, indemnify and hold harmless Teradata, its affiliates and its licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any Users' use of the Software; (b) breach of this Agreement or violation of applicable law by you or any User; (c) any content in your AWS account or the combination of such content with other software (including the Software), content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by such content or combination; or (d) breach of any obligation or duty you owe to a third party. Teradata will promptly notify you of any claim subject to this section, but failure to promptly notify you will only affect your obligations to the extent that such failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain Teradata's prior written consent before entering into any settlement. Teradata may also assume control of the defense and settlement of the claim at any time.

3. Price and Payment

3.1 **Fees.** You will pay to AWS the fees plus any applicable Taxes (as described in Section 3.2) for access to the Software and AWS Services in accordance with the Order and AWS Terms and Policies. Invoicing and collection of the fees and any applicable Taxes by AWS is done on behalf of Teradata. Except as set forth in Section 4, the fees you pay for access to the Software are nonrefundable. In no event, will Teradata provide, or be liable for, any refund of the fees you pay for access to the AWS Services. Refunds, if any, regarding the fees you pay for access to AWS Services are solely at AWS's discretion. You will provide, and hereby authorize AWS to provide, to Teradata any and all the information required to process an Order, including all information required for calculation of the applicable Taxes such as the correct name, location and identification number for tax purposes.

3.2 **Taxes.** Except to the extent expressly stated on Teradata's listing page, the fees and other charges described on Teradata's listing page and in the Order do not include federal, state or local sales, VAT, GST, use, property, excise, service, or similar taxes ("Taxes") now or hereafter levied. You will be invoiced for, and pay, all Taxes as required by applicable law. You will cooperate with Teradata and AWS by providing all information required for the calculation and invoicing of all applicable taxes. You will provide a valid tax-exemption certificate for any tax from which you claim exemption and indemnify and hold Teradata harmless for any taxes, penalties, and interest that may arise if the claimed exemptions are disallowed.

4. Term and Termination

4.1 **Term.** This Agreement and your access to the Software will become effective as of the date of the applicable Order and shall continue in effect thereafter in accordance with the applicable Order, unless terminated earlier under this Section 4.

4.2 **Suspension and Termination by Teradata.** Teradata may suspend or terminate your right to use the Software (in whole or in part) at any time upon written notice if we determine that (a) your or a User's use of the Software (i) poses a security risk to the Software, the AWS Services, or any third party, (ii) may adversely impact the Software, the AWS Services, or any third party, (iii) may subject Teradata, our affiliates, our licensors, or any third party to liability, or (iv) may be fraudulent; (b) you are, or any User is, in breach of this Agreement, including AWS Terms and Policies; or (c) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. In addition to the foregoing right, Teradata may terminate this Agreement, including the licenses herein, at any time upon written notice. You will cease use of the Software identified in such notice(s) during any period of suspension, or upon termination of this Agreement or other termination of your right to use such Software. Where termination by Teradata is solely for its own convenience and to the extent feasible, Teradata will provide you with thirty (30) days prior written notice and will refund the unused fees pre-paid by you for access to the Software for the affected time period and Software. You accept that such refund is your sole and exclusive remedy for any termination by Teradata solely for its own convenience. For any other termination or suspension by Teradata, Teradata will not provide, or be liable for, any refund. In no event will Teradata provide, or be liable for, any refund of fees paid by you for access to the AWS Services.

4.3 **Suspension and Termination by AWS.** You acknowledge that the AWS Terms and Policies include rights in AWS to suspend and terminate your AWS account, which will suspend or terminate your access to, and use of, the Software. In such event, Teradata will not provide, or be liable for, any refund, including fees pre-paid by you for access to the Software.

4.4 **Termination by You.** You may terminate this Agreement or your use of the Software at any time without notice. Only if you terminate for a material breach by Teradata (after giving Teradata at least thirty (30) days prior written notice and an opportunity to cure such breach during such notice period), will you be entitled to receive a refund from Teradata of the applicable unused fees pre-paid by you for access to the Software (but not fees paid for access to the AWS Services). You accept that such refund is your sole and exclusive remedy for any breach by Teradata or its affiliates of this Agreement.

4.5 **Your Termination Duties.** Upon any expiration or termination, you will (a) remove the affected Marketplace Software and Supplemental Software from your AWS account and (b) irretrievably destroy all copies in your possession or control of the affected Client Software and of all documentation and other content related to the affected Software. Upon

request, you will certify in writing that the foregoing has occurred. In the event of termination of this Agreement, the "affected Software" refers to all of the Software, documentation and other content related to this Agreement. Termination does not relieve you from your obligation to pay fees that remain unpaid.

4.6 Effect of Termination. Termination of this Agreement also terminates any agreement under which you obtained Supplemental Software or Client Software, if such agreement was entered for the sole purpose of facilitating your use of Marketplace Software. Except as set forth in the preceding sentence, termination of this Agreement does not terminate any other agreements you have with Teradata and, to the extent you have continuing licenses to software, documentation or other content under such agreements, the obligations in Section 4.5 do not apply to such content.

4.7 Survival. All provisions which by their nature are intended to survive termination shall survive termination of this Agreement.

5. Support

5.1 For Paid Access, Teradata will make reasonable efforts to provide you with the support services expressly described in the support services description for Premier Cloud Support available at www.teradata.com/Teradata-Product-Support-Policies, as modified from time to time, subject to the conditions stated in such support service description. For Trial Access, Teradata will provide you with access to a community forum where you can submit issues to the community and may receive responses from community members, including Teradata personnel. The foregoing services for Paid Access and Trial Access are collectively and individually referred to as the "Support Services". Except for the Support Services, this Agreement does not require Teradata to provide you with any installation, training, maintenance services (including any error corrections, bug fixes, or new releases of the Software), technical assistance, consulting services, or other services of any kind (collectively and individually, "Other Services"). Other Services, if any, are provided to you at Teradata's sole discretion. The Support Services and Other Services are collectively and individually referred to as "Services".

5.2 At its sole discretion, Teradata may provide periodic updates to the Software. If available, such updates may include bug fixes, new features and/or enhancements. You are solely responsible for deploying such updates at your own risk and liability.

5.3 You agree to all terms, conditions, restrictions, and policies applicable to you as a result of you visiting Teradata support sites such as "Teradata at Your Service", including site terms of use, content terms, and service terms.

6. DISCLAIMER OF WARRANTY

THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS." TERADATA AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SOFTWARE AND SERVICES, INCLUDING ANY WARRANTY THAT THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT IN YOUR AWS ACCOUNT, INCLUDING YOUR CONTENT AND DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, TERADATA AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. LIMITATIONS OF LIABILITY

TERADATA AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TERADATA AND ITS AFFILIATES AND LICENSORS WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, INCLUDING AS A RESULT OF ANY (1) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF, OR ACCESS TO, YOUR AWS SERVICES, THE SOFTWARE, OR THE SERVICES, (2) DISCONTINUATION OF, OR MODIFICATION TO, ANY OR ALL OF YOUR AWS SERVICES, THE SOFTWARE, OR THE SERVICES, OR, (3) ANY DOWNTIME OF ALL OR A PORTION OF YOUR AWS SERVICES, THE SOFTWARE, OR THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, SOFTWARE FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF, OR ACCESS TO, THE AWS SERVICES, THE SOFTWARE, OR THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, TERADATA'S AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY DURING THE 12 MONTHS PRECEDING THE CLAIM FOR THE SOFTWARE OR SERVICES THAT GAVE RISE TO THE CLAIM. THIS DISCLAIMER OF LIABILITY SHALL APPLY TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST TERADATA OR ITS AFFILIATES OR LICENSORS, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY OR OTHERWISE.

8. Confidentiality and Publicity

8.1 "Confidential Information" means all nonpublic information disclosed by Teradata, its affiliates and licensors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to ideas, features, functions, organization, structure, application program interfaces, graphics, or user interfaces of the Software; (b) documentation and other content available from non-public Teradata support sites such as "Teradata at Your Service"; and (c) benchmark

and other test results from tests conducted by you or others. Confidential Information does not include any information that you can document: (1) is or becomes publicly available without breach of this Agreement; (2) was known to you at the time of your receipt from Teradata; (3) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (4) is independently developed by you without reference to the Confidential Information.

8.2 You may use Confidential Information only in connection with your use of the Software as permitted under this Agreement. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

8.3 You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Software or Services.

9. Feedback

Notwithstanding anything to the contrary: (a) Teradata will have no obligation of any kind with respect to any Software-related comments, suggestions, design changes or improvements that you elect to provide to Teradata in either verbal or written form (collectively, "Software Feedback"), and (b) Teradata and its affiliates and licensors are hereby free to use any ideas, concepts, know-how or techniques, in whole or in part, contained in Software Feedback: (i) for any purpose whatsoever, including developing, manufacturing, and/or marketing products and/or services incorporating Software Feedback in whole or in part, and (ii) without any restrictions or limitations, including requiring the payment of any license fees, royalties, or other consideration.

10. General Provisions

10.1 **Assignment.** You will not assign this Agreement, or assign or sublicense any of your rights under this Agreement, without Teradata's prior written consent. Any assignment or transfer in violation of this Section 10.1 will be void. In its sole discretion and without notice to you, Teradata may assign this Agreement, including to any Teradata Affiliate. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

10.2 **Interpretation.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the parties to the maximum extent permissible. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect. The headings within this Agreement are for convenience only and will not affect the interpretation of this Agreement. "Include", "includes", and "including" shall be interpreted as introducing a list of examples which do not limit the generality of any preceding words or any words in the list of examples.

This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.3 No Waivers. The failure to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit the right to enforce such provision at a later time. All waivers must be in writing to be effective.

10.4 Regulatory Matters. In connection with this Agreement, you agree to comply with all applicable United States and foreign laws and regulations, including without limitation export and re-export control laws and regulations, including without limitation the U.S. International Traffic in Arms Regulation ("ITAR") and Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. You covenant that you shall not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any information, products, software, or technology (including information or products derived from or based on such technology) received from Teradata under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. If you intend to disclose to Teradata technical data or information that are controlled by the ITAR, the EAR, or that you otherwise would be prohibited from disclosing to persons who are not citizens or permanent residents of the United States, you shall: (a) provide written notice to Teradata of such intended disclosure; and (b) mark any documents containing such information with an obvious restrictive legend to such effect; and (c) not disclose such information by use of any electronic mail system

10.5 Governing Law; Disputes. New York law will govern the interpretation and enforcement of this Agreement and Orders under it; however, the Federal Arbitration Act will govern all issues of arbitrability. In the event of a claim, controversy, or dispute arising out of or related to this Agreement, an Order, the Software, or Services, each party agrees to give the other prompt notice of such, and both agree to meet and confer promptly to engage in good faith discussions to try to resolve the matter. Any such controversy, claim or dispute which is not resolved through the procedure set forth above within thirty (30) days will be resolved by arbitration in Dayton, Ohio before a sole mutually-agreeable arbitrator who is an attorney with experience in cloud computing under the then-current Commercial Arbitration Rules of the American Arbitration Association. The duty and right to arbitrate will extend to any employee, officer, director, shareholder, agent, affiliate, supplier, or contractor of a party to the extent such right or duty arises through a party or is related to this Agreement, an Order, the Software, or Services. There shall be no right or authority for any claims to be arbitrated as a class member in any purported class or representative proceeding. The decision and award of the arbitrator will be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitrator is directed to hear and decide potentially-dispositive motions in advance of the hearing-on-the-merits by applying the applicable law to uncontested facts and documents. Except to the extent, if any, elected in writing by the claiming party, the obligation to arbitrate hereunder will not apply to claims for misuse or infringement of a party's intellectual property;

and, a claiming party may seek an injunction in court to prevent misuse or infringement of its intellectual property pending the appointment of an arbitrator. The arbitrator will enforce the terms of this Agreement and the Order(s) at issue and will have no authority to award any damages in excess of the limitations and exclusions set forth in this Agreement or in an applicable Order. Neither party may bring a claim more than 2 years after the underlying cause of action first accrues or the party bringing the claim, using reasonable care, first discovers or should have discovered the underlying facts giving rise to the claim, whichever is later.

10.6 U.S. Government End Users. If you are an agency, department, or other entity of the U.S. Government ("U.S. Government End User"), the Software and any accompanying documentation provided under this Agreement is a commercial item as that term is defined at 48 C.F.R. 2.101 and consists of commercial computer software and commercial computer software documentation developed exclusively at private expense as defined at FAR 12.212 and DFAR 227.7202. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the U.S. Government End User shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. To the extent that any provision of this Agreement is unenforceable under U.S. federal law, such provision shall not apply against the U.S. Government End User. Recourse against the U.S. Government End User for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the Contract Disputes Act, as applicable. Venue and jurisdiction of any disputes with a U.S. Government End User are determined by the applicable federal statute

10.7 Notices. Teradata may provide any notice to you under this Agreement by: (a) posting a notice on a Teradata website associated with Teradata on AWS such as the "Teradata at Your Service" website; (b) sending a message to an email address then associated with the support Teradata provides to you under this Agreement, (c) sending a message to the email address then associated with your AWS account, or (d) sending written notice to your corporate headquarters to the attention of "General Counsel". You hereby authorize AWS to provide Teradata with the email address then associated with your AWS account. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with you when Teradata sends the email, whether or not you actually receive the email. Notice to you will be effective as of the date Teradata posts the notice on one of the foregoing websites or sends the email to one of the foregoing email addresses. Notices to Teradata must be sent to 10000 Innovation Drive, Miamisburg, OH 45342, Attn: General Counsel/Notices by overnight courier and are effective one business day after they are sent. All notices to be made or given pursuant to this Agreement must be in the English language.

10.8 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.9 Independent Contractors. Teradata and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

10.10 Entire Agreement. This End User Agreement; Order-specific terms (i.e., the description and quantities of software, services and resources included in the Order(s) including restrictions such as limitations of time, resources, and utilization); any terms, conditions, restrictions, and policies regarding the Software or Services published by Teradata and referenced herein; and the AWS Terms and Policies as applied to you (collectively, the "Complete Agreement") constitute the entire understanding between the parties regarding the subject matter of the Complete Agreement. Upon renewal of a subscription, the Complete Agreement consists of the version of the End User Agreement on the applicable Teradata listing page on the date of renewal; the Order-specific terms in effect on the date of renewal; the most recently published terms, conditions, restrictions, and policies regarding the Software or Services in effect on the date of renewal; and the AWS Terms and Policies as applied to you ("Renewal Terms"). You accept the Renewal Terms by renewing your subscription. The Complete Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties, whether written or verbal, regarding the Software and Services. The Complete Agreement governs the Software and Services exclusively, except for the licensing provisions in separate written agreements, if any, granting you the rights to upload Supplemental Software or download Client Software. For example, none of the terms of the following agreements apply to the Software and Services: (a) a master agreement, if any, between Teradata and you and/or respective affiliates, and (b) the terms of separate written agreements, if any, granting you the rights to upload Supplemental Software or download Client Software, other than the provisions granting such license rights. Teradata will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of the Complete Agreement (whether or not it would materially alter the Complete Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. In the event of a conflict among the governing documents with respect to the subject matter of the Complete Agreement, the documents shall control in the following order: Order-specific terms; the applicable End User Agreement; the applicable terms, conditions, restrictions, and policies regarding the Software or Services published by Teradata; and the applicable AWS Terms and Policies as applied to you.