

Teradata Certification CANDIDATE AGREEMENT

IMPORTANT - READ THIS AGREEMENT CAREFULLY BEFORE TAKING THIS EXAM. BY CLICKING THE “I AGREE” ICON BELOW AND TAKING THIS EXAM, I AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT TO TERADATA CORPORATION AND ITS SUBSIDIARIES (“Teradata”). IF I DO NOT AGREE TO THIS AGREEMENT, THE EXAM WILL BE SHUT DOWN, I WILL NOT BE ALLOWED TO TAKE THIS EXAM, AND MY EXAM FEES, LESS AN ADMINISTRATIVE FEE, WILL BE REFUNDED WITHIN NINETY DAYS.

1. Consequences. I agree that if I violate any part of this Agreement or the Test Center Regulations (presented at the test center), or Teradata reasonably believes any irregularities have occurred in my preparation for, or taking of, this exam, I may be subject to any or all of the following consequences:

- a. I can be immediately dismissed from the test center by the test center administrator;**
- b. My exam may be invalidated without obtaining certification and without refund of my fees;**
- c. Prior exams and/or certifications earned may be invalidated without refund of my fees;**
- d. I can be banned from taking this exam and any other Teradata certification exams;**
- e. I can be sued and required to pay damages and attorney fees; or**
- f. I can be criminally prosecuted for copyright infringement or trade secret theft.**

2. Representations and Agreements. I represent and agree as follows:

a. I agree that the exam content and materials are confidential and secret, protected by U.S. and international copyright and trade secret laws, and disclosed to me for the sole purpose of my taking this exam for Teradata certification and for no other purpose.

Without limitation, I agree that I will not discuss or disclose the exam questions or answer choices in any form (whether exact or paraphrased) by any means (such as verbally, in writing, by email, or on the Internet) or any other information about the exam (such as the topics tested or the number of exam questions). Without limitation, I agree that I will not attempt to document any part of the exam content from memory or by other means, or assist someone else to do so.

b. I agree that the exam content and answers, including my answers, are the sole property of Teradata.

c. I have not prepared for this exam by using any study materials that may have resulted from a breach of Teradata’s rights (such as copies of actual exam questions, all of which are unauthorized).

d. I am the person seeking Teradata certification and am not taking this test for any other person.

e. I will not seek assistance with exam questions or answers from any person or other source, including any notes or study materials, during the exam or exam breaks.

f. I have read, agree to, and will not violate the Test Center Regulations.

g. I am not taking this exam in violation of Teradata’s re-take policy.

h. I have not violated any prior Teradata Certification Candidate Agreements.

i. Any misrepresentation by me in the above statements is a violation of this Agreement.

3. Disclaimer, Limitations of Liability. TERADATA MAKES, AND YOU RECEIVE, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT. TERADATA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL TERADATA BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUE) ARISING OUT OF THIS AGREEMENT OR INCURRED BY YOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF TERADATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TERADATA’S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO TERADATA UNDER THIS AGREEMENT. THIS SECTION REPRESENTS YOUR EXCLUSIVE REMEDY AND TERADATA’S ENTIRE LIABILITY UNDER THIS AGREEMENT. THIS SECTION DOES NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE MANDATORY LAWS WHICH CANNOT BE WAIVED BY CONTRACT.

4. Intellectual Property and Confidentiality. The exam content and materials are the sole property of Teradata, protected by U.S. and international copyright and trade secret law. All rights are reserved. Your use of the exam content and materials is limited to you taking this exam for certification by Teradata and for no other purpose. You may not reproduce, distribute, publicly display, publicly perform, or create derivative works of the exam materials. You may not disclose the exam content or materials to anyone.

5. Certification Title and Logo Use. “Certification Compliance” refers to your successful completion of the applicable certification exams and any other requirements determined by Teradata from time to time to obtain and maintain the applicable certification, as well as your continued compliance with this Agreement and all your other Teradata Certification Candidate agreements. Subject to your obtaining and maintaining Certification Compliance, Teradata will grant you a personal, non-exclusive, non-transferable right to use the applicable certification title (“Certification Title”) and the applicable Teradata Certification logo associated by Teradata with the Certification Compliance and provided to you by Teradata by written notice (“Teradata Certification Logo”). You may only use a Certification Title and Teradata Certification Logo on your resumes and business cards to promote your experience and qualifications related to your use of the applicable Teradata technology. You agree you will not use a Certification Title or Teradata Certification Logo for any other purpose. The period during which you may use the Certification Title and Teradata Certification Logo (the “Certification Term”) commences on your receipt of written notice from Teradata of your successful completion of the applicable certification requirements and shall continue unless you fail to maintain Certification Compliance or Teradata otherwise terminates the Certification Term. You agree that you will not use any Certification Title or Teradata Certification Logo until Teradata has provided you with written notice of Certification Compliance for that Certification Title and Teradata Certification Logo. Upon expiration or termination of the Certification Term, you may no longer use the Certification Title or Teradata Certification Logo. You agree that Teradata has the right to change the requirements associated with obtaining or maintaining Teradata Certification at any time. You are granted no other right, title, or license to the Teradata Certification Logo or to any other Teradata trademarks or logos. Teradata may, but is not required to, publicize your name and likeness in connection with your Certification Title on www.Teradata.com and in other publications. You grant to Teradata and its assigns all rights and permissions necessary for such publicity, including the use of your name and likeness, without any compensation to you.

6. Additional Logo Provisions. You agree not to use the Teradata Certification Logo in any manner that Teradata, in its sole judgment, deems to: (a) be in poor taste; (b) diminish or otherwise damage Teradata’s reputation or its goodwill in the Teradata Certification Logo; (c) misrepresent your relationship with Teradata; or (d) be unlawful. You agree you will only use the Teradata Certification Logo in strict compliance with the Teradata Certification Logo Usage Guidelines referenced in your written notice of

Certification Compliance, and you will only use the Teradata Certification Logo artwork supplied by Teradata. When requested by Teradata, you will supply to Teradata, at your expense, a representative copy of any of your resumes and business cards that bear the Teradata Certification Logo. You acknowledge the value of the goodwill associated with the Teradata Certification Logo and the "TERADATA" trademark, and acknowledge that such goodwill exclusively inures to the benefit of, and belongs to, Teradata. You agree to assist Teradata, to the reasonable extent necessary, to protect, or to obtain protection for, any of Teradata's rights to the Teradata Certification Logo. You agree not to interfere with or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Teradata in or to the Teradata Certification Logo. You agree not to use the Teradata Certification Logo except as specifically authorized under this Agreement, not to file any application to register, in any class and in any country, any trademark or service mark for the Teradata Certification Logo or any other mark confusingly similar to the Teradata Certification Logo, and not to use Teradata trademarks or potentially confusing variations of Teradata trademarks as part of your company name, product names, or service names.

7. Quality. You agree that the services you provide in relation to the Teradata technology for which you have received certification shall be of the highest quality and integrity, and shall meet Teradata's quality standards as determined by Teradata in its sole judgment.

8. Privacy. You agree to the transmission and use of your exam results and the personal information you provide (including digital signature and photograph) for purposes in participating in the Teradata Certification ("Personal Information") as set forth herein. The test delivery provider, including its supporting vendors, (collectively the "Test Provider") gathers your Personal Information. From your registration and testing site, your Personal Information is transmitted electronically by this Test Provider to a central certification database, which may be located in a different country than the country where the exam is being conducted. The Test Provider will then also transmit your Personal Information electronically to Teradata and, possibly other supporting vendors. Any electronic communications will be sent via reasonably secure means. Worldwide Teradata personnel and, the Test Provider have controlled access to your Personal Information. Your Personal Information will be used to process your certification. Your Personal Information may also be used by Teradata and other companies with which Teradata has a business relationship concerning testing and certification for subsequent marketing communications. You can withdraw your consent at any time.

9. Termination. Teradata may terminate this Agreement, without cause, effective thirty (30) days after notice of termination to you. This Agreement will terminate immediately and automatically, without notice of any kind, if you violate or breach this Agreement. The Certification Term, along with any rights for you to use any Certification Title or Teradata Certification Logo, and Section 7 (Quality) shall terminate upon any termination or expiration of this Agreement. All other provisions of this Agreement survive any termination or expiration of this Agreement.

10. No Relationship. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee, or other relationship between you and Teradata. You have no right to make any representation, warranty, or promise on behalf of Teradata under this Agreement. Unless permitted by other written agreement with Teradata, you will not make any representation, warranty, or promise on behalf of Teradata or represent yourself as a joint venture, partner, agent, employee, consultant, contractor or legal representative of Teradata.

11. **Dispute Resolution.** The parties will attempt in good faith to resolve any controversy or claim by negotiation or mediation. If they are unable to do so, and regardless of the causes of action alleged, the claim will be resolved by arbitration before a sole arbitrator in New York City, New York pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal substantive and procedural law of arbitration. The substantive law of the State of New York will govern this Agreement. The arbitrator's award will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in this Agreement. Each party will bear its own attorneys' fees and costs related to the arbitration.

12. **Miscellaneous Provisions.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement does not supersede or otherwise replace any other non-disclosure or confidentiality agreement or obligation you may have with respect to Teradata. No rights or obligations other than those expressly recited herein are implied by this Agreement. This Agreement may not be modified or waived except in writing signed by both parties. You may not assign this Agreement or your rights or delegate your obligations under this Agreement. The waiver by either party of any violation or breach of this Agreement shall not constitute a waiver of any other or subsequent violation or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect.