

# Talend, Inc. Software Evaluation License Agreement

## TRIAL SOFTWARE AND SUBSCRIPTION AGREEMENT

READ CAREFULLY THESE TERMS AND CONDITIONS, AS THEY CONSTITUTE A LEGALLY BINDING AGREEMENT AND GOVERN YOUR USE OF THE TALEND SOFTWARE AND/OR THE TALEND CLOUD SERVICES, AS APPLICABLE, WHICH SHALL BE PROVIDED TO YOU ON A TRIAL BASIS FOR THE EVALUATION PERIOD (AS HEREINAFTER DEFINED). BY DOWNLOADING, INSTALLING OR RECEIVING THE TALEND SOFTWARE OR BY ACCESSING OR USING THE TALEND CLOUD SERVICES YOU ARE INDICATING THAT YOU AGREE TO THESE TERMS AND CONDITIONS AS OF THE DATE YOU DOWNLOAD THE TALEND SOFTWARE OR ACCESS THE TALEND CLOUD SERVICES ( “EFFECTIVE DATE” ). IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT DOWNLOAD, INSTALL OR RECEIVE THE TALEND SOFTWARE OR ACCESS OR USE THE TALEND CLOUD SERVICES.

This **Trial Software and Subscription Agreement** (this “Agreement”) is entered into by and between the Talend entity identified in Section 9 ( “Talend” ) and the person or entity downloading, installing or using the Talend Software and/or accessing or using the Talend Cloud Services (hereinafter “You” or “Customer”). Talend and Customer are collectively referred to as the “Parties” and individually as a “Party”. If you are entering into this Agreement on behalf of a company or legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “You” and “Your” shall refer to such entity.

The following capitalized terms shall have the meaning set forth below. Other defined terms shall have the meanings set forth where they are first underlined.

1.1 “License Type” means the type of license restrictions (i.e. Concurrent Users, Named Users, per Core Limitation etc.), as specified in the Subscription Key Email, that apply to the Talend Software and/or Talend Cloud Services. A more detailed description of each License Type are set forth under Exhibit A hereunder.

1.2. “Software Evaluation Term” means the period of time for which You may evaluate the Talend Software, as set forth in the applicable Subscription Key Email.

1.3. “Generated Code” means an independently executable program generated by the Talend Software.

1.4. “Subscription Key” means a logical code that activates and controls a Software Subscription based on (i) the License Type, (ii) the Talend Software edition being licensed hereunder, and (iii) the Evaluation Term. A Subscription Key is “attached” to a specific hardware machine identified by a MAC address, and may be installed on only one machine at a time.

1.5. “Subscription Key Email” means a Talend email pursuant to which Talend (i) delivers to Customer the Subscription Key and (ii) specifies the Software Evaluation Term or Trial Period and the applicable License Type restrictions.

1.6. “Talend Software” means the commercial object code version of the Talend proprietary software for which Talend has granted Customer a temporary Software Subscription hereunder, as indicated on the applicable Subscription Key Email, along with any updates thereto provided by Talend to Customer hereunder, and including, without limitation, any Generated Code.

**The following capitalized terms shall pertain to the Talend Cloud Services:**

1.7 “Test Environment” means a single point of access within Customer’ s organization associated with a single MAC address.

1.8 “Talend Cloud Services” means the online services operated by Talend that is powered by Talend technology which provides a web-based interface through which a person may access features and functions of the Talend Software to design, manage and monitor integration capabilities including but not limited to data migration, data synchronization, data quality actions, or application and event based integrations.

1.9 “Content” or “Customer Data” means all applications, data, data files and software (other than the Talend Software) provided by Customer or any End User of Customer that reside on, or

runs on or through, the Talend Cloud Services environment. Customer agrees not to include any production data in your Content while running in the trial environment of the Talend Cloud Services.

1.10 “End Users” means collectively those individuals authorized by You or on Your behalf to use the Talend Cloud Services, as more fully described in Exhibit A (i.e. Web User/Studio User).

**2. Trial Period.** Upon the Effective Date of this Agreement Talend shall make the Talend Cloud Services available to You on a trial basis for the period of time specified in the Subscription Key Email (the “Trial Period” ). ANY CONTENT YOU ENTER INTO THE TALEND CLOUD SERVICES DURING YOUR TRIAL PERIOD WILL BE PERMANENTLY LOST FOLLOWING THE END OF THE TRIAL PERIOD AND YOUR ACCESS TO THE TALEND CLOUD SERVICES SHALL TERMINATE. Talend may extend the Trail Period, at its sole discretion. If you are entering into this Agreement only to evaluate the Talend Software and not the Talend Cloud Services, then the Software Evaluation Term for the Talend Software shall be as set for under the Subscription Key Email.

**3. Access and Support.** To access the Talend Cloud Services, You will be assigned a unique user name and password. The Talend Cloud Services may be accessed by no more than the total number of End Users specified in the Subscription Key Email. You are responsible for identifying and authenticating all End Users, for approving access by such End Users to the Talend Cloud Services, for controlling against unauthorized access by such End Users, and for maintaining the confidentiality of user names, passwords and account information. Talend is not liable for any harm caused by Your End Users, including individuals who were not authorized to have access to the Talend Cloud Services. You are responsible for all activities that occur under your and your End Users’ passwords or accounts or as a result of your or your End Users’ access to the Talend Cloud Services. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Talend Cloud Services during your Trial Period. During the Trial Period, Talend shall not provide any technical support, phone support, or updates for the Talend Cloud Services and/or the Talend Software.

#### **4. GRANTS AND RESTRICTIONS; OWNERSHIP; DELIVERY.**

4.1 **Subscription Grant.** Subject to the terms of this Agreement, Talend hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to use the Talend Cloud Services during the Trial Period, solely for your internal business

purposes and for the evaluation of the services. You 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 Talend Cloud Services, including any Talend programs or materials to which you are provided access, available in any manner to any third party; (c) modify, make derivative works of, disassemble, reverse compile, reverse engineer, reproduce, distribute, republish or download any part of the Talend Cloud Services, (d) disclose results of any benchmark tests or performance tests of the Talend Cloud Services without Talend's prior written consent; and (e) sublicense, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Talend Cloud Services or materials available, to any third party, except as expressly provided under this Agreement.

**4.2 Software License Grant.** Subject to the terms and conditions of this Agreement, Talend agrees to grant, and does hereby grant to Customer, solely for Customer's internal business operations, during the applicable Evaluation Term, a limited, non-exclusive, non-transferable, fully paid up, royalty-free right and license (without the right to grant or authorize sublicenses) to: (a) install and use the Talend Software on 1 (one) Test Environment, subject to the applicable License Type restrictions, solely for non-production, internal and evaluation use by Customer; and (b) permit third party contractors performing services on Customer's behalf to use the Talend Software and Documentation as set forth herein, provided that (i) such third party contractors and their personnel shall be subject to the terms of this Agreement, (ii) such use must be solely for the benefit of Customer and (iii) Customer shall be responsible for all acts and omissions of such contractors. Customer agrees not to: (1) copy or use the Talend Software in any manner except as expressly permitted in this Agreement; (2) attempt to circumvent, disable or defeat the limitations on Customer's use of the Talend Software encoded into a Subscription Key; (3) transfer, sell, rent, lease, distribute, sublicense, loan or otherwise transfer the Talend Software in whole or in part (including, without limitation, Generated Code) to any third party; (4) use the Talend Software for providing time-sharing services, any software-as-a-service offering ( "SaaS" ), service bureau services or as part of an application services provider or as a service offering; (5) alter or remove any proprietary notices in the Talend Software; or (6) make available to any third party any analysis of the results of operation of the Talend Software, including benchmarking results, without the prior written consent of Talend. Customer's use of the Talend

Software shall be limited to a single Evaluation Term unless specifically authorized in writing by Talend. For the avoidance of doubt, absent prior written approval from Talend, downloading, installing or using the Talend Software for use during multiple Evaluation Terms by the same Customer, whether by requesting delivery of a Talend Subscription Key Email to a new email address or otherwise, is an express breach of the terms of this Agreement.

**4.3 Ownership.** Talend retains all right title and interest in and to the Talend Software, and no other license is granted to Customer by implication, estoppel or otherwise. If you are evaluating the Talend Cloud Services, You retain all ownership and intellectual property rights in and to your Customer Data and/or your applications. Talend and its licensors retain all ownership and intellectual property rights to the Talend Cloud Services, including derivative works thereof.

**4.4 Software Delivery and Subscription Keys.** The Talend Software is only available electronically via download and will not be available in any other format. Talend Software shall be deemed delivered to Customer upon Talend making available to Customer the applicable Subscription Key. Customer understands and agrees that the Subscription Key provided by Talend is required to enable the Talend Software and that such Subscription Key shall be valid only during the Evaluation Term. Customer further understands and agrees that (i) the Talend Software will be disabled automatically upon the expiration of the applicable Evaluation Term and (ii) the Subscription Key will automatically prevent the use of the Talend Software in violation of the applicable License Type.

**4.5 Government Rights.** The Talend Software licensed under this Agreement is “commercial computer Products” as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer Product and/or commercial computer Products documentation subject to the terms and conditions of this Agreement as specified in 48C.F.R. 12.212 (Computer Products) and 12.11 (Technical Data) of the Federal Acquisition Regulations ( “FAR” ) and its successors. If acquired by or on behalf of any agency within the Department of Defense ( “DOD” ), the U.S. Government acquires this commercial computer Products and/or commercial computer Products documentation subject to the terms and conditions of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

## **5. TERM AND TERMINATION**

5.1 **Term.** This Agreement shall, unless earlier terminated under Section 5.2 below, continue in force until the expiration of the Software Evaluation Term set forth in the applicable Subscription Key Email OR the expiration of the Trial Period, whichever occurs last.

5.2 **Termination.** Either Party may, upon ten (10) days written notice to the other Party, terminate this Agreement for any reason or no reason. Talend reserves the right to suspend Your access to the Talend Cloud Services immediately in the event You breach this Agreement. Any unauthorized use of the Talend Cloud Services or any Content You provide which is infringing, obscene, threatening, libelous, or otherwise unlawful or offensive or that violates the privacy rights of any person shall be deemed a material breach of this Agreement.

5.3 **Post Termination.** Upon termination of this Agreement, for any reason, Customer shall promptly cease the use of the Talend Software and/or Talend Cloud Services and destroy (and certify to Talend in writing the fact of such destruction), or return to Talend, all copies of the Talend Software and Documentation then in Customer' s possession or under Customer' s control.

5.4 **Survival.** Sections 4.3, 5.3 and 6 - 10 shall survive any termination or expiration of this Agreement.

## 6. CONFIDENTIALITY

6.1 **Confidential Information.** Both Parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other Party, or relating to the Parties themselves, which is of a confidential and proprietary nature ( "Confidential Information" ). Confidential Information includes the Talend Software, the Talend Cloud Services, its documentation, and all communications concerning Talend' s or Customer' s business and marketing strategies including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with Talend Software, anything provided by Talend in connection with its support efforts under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical plans and other

information of the Parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made.

6.2 Non-use and Non-disclosure. The Parties shall at all times, both during the term of this Agreement and thereafter keep in trust and confidence all Confidential Information of the other Party and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either Party disclose any such Confidential Information to third parties without the other Party's prior written consent.

6.3 Non-Applicability. The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a Party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving Party's possession without restriction; (iii) subsequent to disclosure hereunder is obtained by the receiving Party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving Party without use of the Confidential Information.

6.4 Disclosure Required by Law. Notwithstanding anything to the contrary herein, each Party may comply with an order from a court or other governmental body of competent jurisdiction and disclose the other Party's Confidential Information in compliance with that order only if such Party: (i) gives the other Party prior notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other Party notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other Party, at the other Party's cost and expense, in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. Each Party must not release any more of the other Party's Confidential Information than is reasonably necessary to comply with an applicable order.

6.5 Injunctive Relief. A breach by either Party of this Section 6 may cause irreparable harm for which the non-breaching Party shall be entitled to seek injunctive relief. If any provision(s) hereof is held unenforceable, this Agreement will continue without said provision and be interpreted to reflect the original intent of the Parties.

## **7. WARRANTIES DISCLAIMER**

THE TALEND SOFTWARE AND/OR THE TALEND CLOUD SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND TALEND AND ITS LICENSORS MAKE NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE TALEND SOFTWARE, THE DOCUMENTATION AND/OR THE TALEND CLOUD SERVICES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TALEND AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE TALEND SOFTWARE, DOCUMENTATION AND/OR THE TALEND CLOUD SERVICES PROVIDED BY TALEND HEREUNDER, AND WITH RESPECT TO THE USE OF THE FOREGOING. FURTHER, TALEND DOES NOT WARRANT THAT THE TALEND SOFTWARE WILL BE ERROR FREE OR THAT THE USE OF THE TALEND CLOUD SERVICES WILL BE ENTIRELY SECURE, UNINTERRUPTED OR WILL OPERATE IN COMBINATION WITH YOUR CONTENT, YOUR APPLICATIONS, OR WITH ANY OTHER SOFTWARE, HARDWARE, SYSTEMS, OR DATA NOT PROVIDED BY TALEND. TALEND USES A THIRD PARTY DATA CENTER TO HOST THE TALEND CLOUD SERVICES. YOU ACKNOWLEDGE THAT TALEND DOES NOT CONTROL THE TRANSFER OF DATA OVER SUCH THIRD PARTY FACILITIES, INCLUDING THE INTERNET, AND THAT THE TALEND CLOUD SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH THIRD PARTY FACILITIES. TALEND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. YOU ARE SOLELY RESPONSIBLE FOR YOUR CONTENT, APPLICATIONS OR NON-TALEND SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE TRIAL ENVIRONMENT, AND AGREE, AT YOUR SOLE COST AND EXPENSE, TO DEFEND TALEND AGAINST ANY CLAIM AND INDEMNIFY TALEND FROM ANY DAMAGES, LIABILITIES, COSTS AND EXPENSES OR THE SETTLEMENT AGREED TO BY YOU, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH CONTENT, APPLICATION OR NON-TALEND SOFTWARE. TALEND IS NOT RESPONSIBLE FOR THE SECURITY OF ANY OF YOUR CONTENT, APPLICATIONS OR NON-TALEND SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE TRIAL ENVIRONMENT. TALEND RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE TALEND CLOUD SERVICES AT ANY TIME WITHOUT NOTICE.

## **8. LIMITATION OF LIABILITY**

8.1 IN NO EVENT SHALL TALEND OR ITS LICENSORS BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE USE OR INABILITY TO

USE THE TALEND SOFTWARE AND/OR THE TALEND CLOUD SERVICES, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF TALEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to a party. The Talend Cloud Services may be subject to limitations, delays, inaccessibility and other problems inherent in the use of the Internet. Talend is not responsible and disclaims all liability for any delays, failures or damages resulting from such problems. You are fully responsible for Internet access and connectivity issues.

8.2. CUSTOMER AGREES THAT THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

**9. Customer' s contracting Party, Governing Laws, Jurisdiction and Notices.**

9.1 If the Customer has its registered office in North America, South America, Asia (except in Japan, or in the Middle East) or Oceania then (i) Customer is contracting with Talend Inc, 800 Bridge Parkway, Suite 200, Redwood City California 94065, United States, (ii) the agreement shall be governed by the laws of the state of California, and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Federal Court for the northern district of California, or if that court lacks subject matter jurisdiction, in any California State Court located in Santa Clara county.

9.2 If the Customer has its registered office in Europe (except in the United Kingdom, Germany, Austria and Malta) or in Africa (except in Egypt and South Africa), then (i) Customer is contracting with Talend SA, 9 rue Pages, 92150 Suresnes, France, (ii) the agreement shall be governed by the laws of France and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Paris courts.

9.3 If the Customer has its registered office in the United Kingdom, in Malta or in the Middle East (Bahrein, Cyprus, Egypt, , Israel, Jordan, Kuwait, , Northern Cyprus, Oman, Palestine,

Qatar, Saudi Arabia, Turkey, United Arab Emirates,), or in South Africa, then (i) Customer is contracting with Talend Ltd, Statesman House, Stafferton Way; Maidenhead, Berkshire SL6 1AY, United Kingdom, (ii) the agreement shall be governed by the laws of England and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the London courts.

9.4 If the Customer has its registered office in Germany or Austria, then (i) Customer is contracting with Talend Germany GmbH, Servatiusstraße 53, 53175 Bonn, Germany, (ii) the agreement shall be governed by the laws of Germany and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Bonn courts.

9.5 If the Customer has its registered office in Japan, then (i) Customer is contracting with Talend KK, 5-10-13, Minami Aoyama, 107-0062 Tokyo Minato-ku, Japan, (ii) the agreement shall be governed by the laws of Japan and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this Agreement which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the Tokyo district courts.

9.6 **Governing Law and Jurisdiction.** Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

## 10. MISCELLANEOUS

10.1 **Assignment.** Customer may not assign this Agreement, in whole or in part, without the prior written consent of Talend. Any assignment in violation of this Section 7.1 shall be void ab initio and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

10.2 **Export Control.** Customer acknowledges that the Talend Software is subject to U.S. export control laws and regulations. Customer warrants that it is now and will remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer or disclose any Talend Software to any person contrary to such laws or regulations.

10.3 Fees. In any judicial proceeding between Customer and Talend arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover all reasonable expenses incurred as a result of the proceeding, including reasonable attorneys' fees.

10.4 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition beyond such Party' s reasonable control.

10.5 Notices. Any notice or other communication under this Agreement given by either Party to the other will be deemed to be properly given if given in writing and delivered in person or facsimile, if acknowledged received by return facsimile or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified below the signatures on this Agreement. Either Party may from time to time change its address for notices under this Section by giving the other Party notice of the change in accordance with this Section 10.5.

10.6 Non-waiver. Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such Party' s right to assert or rely upon such provision, right or remedy in that or any other instance.

10.7 Language. The governing language of this Agreement shall be in English. Any translation of this Agreement is made for information purposes only and the English language version shall govern and control in all cases.

10.8 Personal Data Processing. In the event that Talend processes any personal data subject to the Applicable Data Protection Law, the Data Protection Schedule set out in Exhibit B shall be incorporated into this Agreement by this reference. "Applicable Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any data protection laws in any European Union Member State including laws implementing such Regulation. Talend may act as a data controller with respect to personal data as further described in Annex A.

10.9 Entire Agreement. This Agreement, together with any Subscription Key Email or Exhibits attached hereto (which are hereby incorporated herein by this reference), along with any valid amendments hereto, completely and exclusively states the entire agreement of the Parties regarding the subject matter herein, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. In the event of conflict or inconsistency among this Agreement and an applicable Subscription Key Email, the following order of precedence shall apply: (a) this Agreement, (b) the Exhibits and (c) the Subscription Key Email. Furthermore, the Parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar documents in connection with the evaluation of Talend Software, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms. By entering into this Agreement, whether prior to or following receipt of Customer's purchase order or any similar document, the Parties are hereby expressly showing their intention not to be contractually bound by the contents of any such purchase order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and Talend's performance of this Agreement shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend this Agreement. This Agreement shall not be modified except by a subsequently dated, written amendment that expressly amends this Agreement and which is signed on behalf of Talend and Customer by their duly authorized representatives.