



TALEND CERTIFICATION EXAM AGREEMENT TERMS AND CONDITIONS

(Last updated: January 10, 2022)

BY ACCEPTING THIS TALEND CERTIFICATION EXAM AGREEMENT (“EXAM AGREEMENT”) AND PURCHASING OR USING ANY TALEND CERTIFICATION EXAMS (“CERTIFICATION EXAM” OR “EXAM”), CERTIFICATION OR CREDENTIAL PRODUCTS, OR SERVICES (“EXAM SERVICES”), YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR PARTICIPATION IN THE TALEND CERTIFICATION PROGRAM (“PROGRAM”). IF YOU DO NOT WISH TO BE BOUND BY THIS EXAM AGREEMENT AND ANY AMENDMENTS OR DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS EXAM AGREEMENT. BY SELECTING “AGREE”, TAKING OR ACCESSING THE EXAMINATION MATERIALS, OR USING THE EXAM SERVICES, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS EXAM AGREEMENT.

THE RIGHTS GRANTED TO YOU UNDER THIS EXAM AGREEMENT SHALL NOT BE EFFECTIVE UNTIL YOU HAVE SUCCESSFULLY PASSED A TALEND CERTIFICATION EXAM.

This Exam Agreement is entered into by and between Talend, Inc. (“**Talend**”) and you, as an individual (“**You**” or “**Your**”) and sets forth the terms and conditions that govern Your participation in the Program. This Exam Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the Program.

1. Talend Certification Program. Talend will provide both test-based and lab-based Certification Exams. To obtain a Talend Certification You must take the applicable Certification Exam and receive a passing score. A test-based Talend certification is valid for a period of two (2) years following the date on which You successfully pass the Certification Exam. A professional lab-based Talend certification is valid for a period of three (3) years following the date on which You successfully pass the Certification Exam. As a participant in the Program, You may be able eligible to receive Certifications, Credentials, or Digital Badges that recognize Your knowledge of Talend’s products and services.

2. Credential Designation. Upon successful completion of the Exam, and subject to the terms of the Agreement, Talend grants to You a personal, non-exclusive, non-transferable, revocable certification designation and the right to use the applicable Certification Designation on business cards, resumes, letterhead, and social medial platforms. Any Exam is made available to You solely for the purpose of demonstrating competency in the content area referenced in the title of the Exam. You may not use the certification designation in any way that: (a) may be construed to establish an affiliation between Talend and any third parties other than You; or (b) negatively impacts or harms Talend’s reputation or goodwill. Talend retains all rights, title, and interests in the certification designation. Nothing herein shall be construed to grant any other rights to You. You acknowledge that Your use of the Credential Designation upon successful completion of the Credential Exam is not in any way a warranty or guarantee of Your abilities with regards to the Talend Services in general or any other offering. You may not suggest or represent that a Credential Designation is any such warranty or guarantee of Your abilities.

3. Disclosure of Your Credential Designation and Information Related Thereto. From time to time, third parties may contact to verify you have obtained a Talend Credential. For third parties seeking

verification, you authorize Talend to confirm whether you successfully obtained a Talend Credential, and the Credential Designation status.

4. Confidential Information. “Confidential Information” means: (a) the information that the disclosing party (“Discloser”) designates as confidential at the time of disclosure or that should reasonably be understood to be confidential information of the Discloser; (b) with respect to Customer, Customer Data; and (c) with respect to Talend, the Exam and all content related to the Exam. The obligations of confidentiality shall not apply to information which: (i) is generally available to the public without breach of the Agreement by the receiving party (“Recipient”); (ii) is known by Recipient without confidentiality obligations; or (iii) is independently developed by Recipient without use of the Confidential Information. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure, copying, or publishing of any Confidential Information to any third party, except for its employees, Affiliates, and contractors who have a need to know such information in connection with the Agreement, and are under written confidentiality obligations no less restrictive than the terms set forth herein. Your confidentiality obligations shall survive the termination of this Agreement. In the event of legal proceedings relating to the Confidential Information, Recipient will cooperate with Discloser and comply with applicable law (all at Discloser’s expense) with respect to handling of the Confidential Information.

5. Personal Information and Privacy. To participate in the Program and gain access to any Exam, you will be required to sign up with Talend’s test provider and provide personal information. The personal information collected may include your name and email address, government identification, information about the Exam such as your Exam score, your time spent on the Exam, your answers given, Exam results, and usage data of our exam website. Such personal information will be collected at various instances during your participation in the Program, including, but not limited to, during registration, via the Exam, and when combined with information collected through other Talend services to give you a more consistent and personalized experience. This information will be used to process your Certification, and for the purposes of facilitating and administering the Program and your participation thereto.

When you sign up for a Talend Exam, Talend or one of Talend’s service providers will collect your name and contact information. We will also collect and store information you provide to us about your need for special accommodations. Talend shares your personal information as necessary with third party organizations for purposes relating to facilitating and administering the Program and your participation thereto, including, but not limited to, processing your Credential, Exam scheduling, Exam delivery and fee processing. For instance, Talend uses the Kryterion for its exam hosting services. Kryterion may share with us information you provide to them to verify your identity while taking the Exam. Where your Exam is taken on-site, Talend or Kryterion may use third-party testing centers in a variety of locations. These testing centers collect personally identifying information from anyone who arrives at the center to take any Exam. This information may include your name, your photograph, or government-issued identification. The testing centers use this information to verify your identity should you return to re-take the same. The testing centers act as data controllers with this information, and you should reach out to them directly to invoke your data privacy rights for data they collected about you.

Talend may offer online Exams. In the event you select on online Exam, Talend Service Providers may collect test candidates’ photographs and photo identifications to confirm that they are the same person for the purpose of preventing Exam fraud. Talend and Talend Service Providers will collect your Exam results and, in conjunction with maintaining your certification(s), your record of participation.

If you are registering for certain Exams on behalf of other users or personnel, you agree to provide all relevant notices to and obtain any consents from those users required to share the personal information

with Talend, and such notices and consents must sufficiently inform your users and personnel of the purposes stated in this Agreement.

You acknowledge and agree that your personal information may be shared internally within Talend, its controlled subsidiaries, and affiliates, with vendors or agents, with your employer (if not Talend), with the entity paying for your participation in the Program, and/or with other Talend Programs or partners for reporting or statistical analysis about the Exam or the Talend Certification Program. Talend utilizes Credly (<https://info.credly.com/>) as an Exam certification credential management provider, and uploads information about Credential(s) you've obtained. If you would like to utilize Credly's services, you must make an account. If you would like us to remove your information from Credly, please utilize Talend's privacy email provided below. Talend will remove your information from Credly after a reasonable time period if you demonstrate you do not want to take advantage of Credly's services (e.g. by not signing up).

For more information on how your data is processed and your data rights, please visit [Talend's Privacy Policy](#), or at [Kryterion's Privacy Policy](#). For information maintained by Talend, you can exercise your data rights by contacting privacy@talend.com.

6. All Rights Reserved. In addition to any other rights and remedies provided by law or this Exam Agreement, Talend hereby reserves all its rights and remedies arising out of a breach of this Exam Agreement or the infringement of any of Talend's intellectual property rights.

7. Warranties. Each party warrants that it has, and will maintain, the full legal right and authority to enter into the Agreement and to grant the rights granted by it under the Agreement. TALEND, ITS AFFILIATES, LICENSORS, AND SUBCONTRACTORS DO NOT REPRESENT OR WARRANT THAT THE EXAM SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. TALEND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification. You agree to defend, indemnify, and hold harmless Talend Inc. and its affiliates, and their respective directors, officers, employees, and agents (collectively, "the Talend Parties") from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) Your use of the Exam Services, (b) Your breach of any of these terms, or (c) Your violation of the rights of any third party.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL THE TALEND PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING AS A RESULT OF TALEND'S NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE USE OF OR INABILITY TO USE THE EXAM SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TALEND PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING AS A RESULT OF TALEND'S NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS EXAM AGREEMENT OR THE USE OF OR INABILITY TO USE THE EXAM SERVICES EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO TALEND FOR ACCESS TO OR USE OF THESE EXAM SERVICES.

10. Export Laws. All Services are subject to export control laws of various countries, including the laws of the United States. You will not export or provide any Talend Confidential Information to countries, persons or entities if prohibited by export laws.

11. Governing Law. This Exam Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of law principles of such state. The parties hereto irrevocably consent to the exclusive jurisdiction of the Superior Court of California, County of San Mateo and the Federal Courts of the Northern District of California.

12. Severability; Waiver. If any provision of this Exam Agreement shall be deemed unlawful, invalid, or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Exam Agreement. A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

13. Notices. Except as otherwise provided, all notices under this Exam Agreement shall be in writing and delivered in person or via recognized courier service to the intended recipient and shall be deemed effective upon receipt. All notices to Talend shall be sent to Talend, Attention: Legal Department, 800 Bridge Parkway, Redwood City, CA 94065, with an electronic copy to legal@talend.com.

14. General. Talend reserves the right to modify this Exam Agreement, the Program, requirements for Credential, and/or Exams at any time, without notice.

15. Acceptance or Rejection of the Exam Agreement. Your acceptance of this Agreement acknowledges that You are at least 18 years of age, You have the full right and authority to enter into this Exam Agreement, and You accept and agree to be bound by the terms and conditions of this Exam Agreement. **IF YOU DO NOT AGREE, CLICK CANCEL TO EXIT THE SITE.**