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2. Restrictions; Ownership. You shall not (and shall not authorize or encourage any third party to), directly or indirectly: (i) rent, lease, loan, sell, sublicense, assign, or otherwise transfer any rights in or to the API; (ii) clone the API; (iii) use the API to build an application programming interface, application or product that is competitive with any Teradata product or service; (iv) remove any proprietary notices from the API (or any portion thereof); (v) decompile, reverse engineer, disassemble, or derive the source code, underlying ideas, concepts or algorithms of the API (except as and only to the extent the foregoing restrictions are expressly prohibited by applicable statutory law); or (vi) modify or create derivative works of the API. Teradata shall own all right, title, and interest (and all related moral rights and intellectual property rights) in and to the API, including any copies and derivative works thereof. No rights or licenses are granted except as expressly and unambiguously set forth herein.

3. Term. This Agreement commences on the earliest date of the first download, first copying, first installation, or first use of the API. This Agreement, including your license to the API, will expire or terminate on the earlier of (i) the expiration or termination of any applicable underlying agreement between you and Teradata (such as a partnership or customer agreement) or (ii) termination in accordance with the terms of this Agreement.

4. Termination and Expiration. A party may terminate this Agreement with or without cause, upon providing written notice to the other parties. When this Agreement terminates or expires, you will immediately cease all use of the API, permanently remove the API from all computers, destroy all copies of the API, and (upon receipt of Teradata’s request) provide a signed written certification that the foregoing has occurred. Sections 4-11 will survive expiration or termination of this Agreement.

5. Confidentiality. The API (including, without limitation, all improvement, derivatives, modifications and the like) constitutes Teradata’s confidential information (“Confidential Information”). Licensee hereby agrees (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Licensee employs with respect to its own confidential materials), (ii) not to divulge any Confidential Information to any third person (except consultants, subject to the conditions stated below), and (iii) not to use any Confidential Information except for the purposes set forth in this Agreement. Any employee or consultant given access to the Confidential Information must have a legitimate “need to know” and shall be similarly bound in writing. Licensee acknowledges and agrees that due to the unique nature of the Teradata’s Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, Teradata shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

6. API Updates. If Teradata provides you with any upgrades, patches, enhancements, or fixes for the API, then all items that are so provided will become part of the API, respectively, and subject to this Agreement. Notwithstanding the foregoing, Teradata shall have no obligation under this Agreement to provide any such upgrades, patches, enhancements, fixes or any other support for the API.

7. API Feedback. Notwithstanding anything to the contrary: (a) Teradata will have no obligation of any kind with respect to any API-related comments, suggestions, design changes or improvements that you elect to provide to Teradata in either verbal or written form (collectively, “API Feedback”), and (b) Teradata and its affiliates are hereby free to use any ideas, concepts, know-how or techniques, in whole or in part, contained in API Feedback: (i) for any purpose whatsoever, including developing, manufacturing, and/or marketing

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10. Government Restrictions. You agree that you will not, directly or indirectly, export or transmit the API without obtaining Teradata's prior written authorization, as well as appropriate governmental approvals, including those required by the U.S. Government. Use and or distribution of this API is subject to export laws and regulations of the United States and other jurisdictions. The links below connect you to applicable U.S. government agencies, and their regulations, that have jurisdiction over this transaction.

- <http://www.bis.doc.gov/>
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11. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the API, and supersedes all other prior agreements and understandings whether oral or written. As solely related to the API, in the event of a conflict between this Agreement and any underlying agreement, this Agreement will prevail with respect to the subject matter hereof. No oral representation or change to this Agreement will be binding upon either party unless agreed to in writing and signed by authorized representatives of all parties. The Licensee will not assign this Agreement or its rights, nor will it delegate its obligations under this Agreement. Failure by either party to enforce any term or condition of this Agreement will not be deemed a waiver of future enforcement of that or any other term or condition. The provisions of this Agreement are severable. "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 shall be governed by and construed under laws of state of New York and the sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts in San Diego, California; Licensee hereby agrees to service of process in accordance with the rules of such courts. The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.