

Talend Exchange

Terms and Conditions

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Talend, Inc. (“Talend,” “we” or “us”) welcomes you to the Talend Exchange located at <https://github.com/TalendExchange> or any successor website (the “Exchange”). The Exchange allows users to offer data integration, data quality, big data, application integration, and/or data management applications for free download (collectively, “Products”). Use of the Exchange is governed by these Talend Exchange Terms and Conditions (“Terms and Conditions”) and the [GitHub Terms of Service](#) (together, the “Agreement”). In the event of conflict between these Terms and Conditions and the GitHub Terms of Service, these Terms and Conditions shall control.

In this Agreement, “you” or “your” refers to you as a visitor to the Exchange and, if applicable, a poster of Product(s) on the Exchange. “Contributor” refers to any individual posting Product(s) on the Exchange. By using the Exchange, you agree to be bound by the terms of this Agreement. If you are posting a Product on behalf of another organization or entity (or undertaking any other Exchange activities on behalf of another organization or entity), you represent that you have the authority to bind such organization to this Agreement, and any references to “Contributor”, “you”, and “your” will also encompass such organization. If you do not agree to be bound by this Agreement, do not post Products on the Exchange, download Products from the Exchange, or access and use the Exchange for any purpose. You must be 16 years of age or older to use the Exchange.

Ownership and Licensing of Products

Contributors, and any licensors who give Contributors permission to incorporate their intellectual property into your Product, must be the sole owner(s) of the Product. Unless otherwise agreed in writing, Talend does not own the Product or any intellectual property contained therein, and nothing in this Agreement grants Talend any ownership interest in any Products.

Contributors must provide a license agreement for use with any Product. Talend will not be a party to any such license agreement, which will only be between Contributor and the user downloading the applicable Product(s).

By posting a Product on the Exchange, Contributor grants to Talend a worldwide, non-exclusive, transferable license to distribute the Product on the Exchange, or any successor website or platform, without fees or liability of any kind.

Support

Support, upgrades, and updates are solely the responsibility of the Contributor. Talend will not provide any support, upgrades, or updates with regards to Products posted on the Exchange, even if those Products are posted by Talend employees. Talend recommends that Contributors provide information on how users may receive support, upgrades, and/or updates for their Products, including applicable contact information.

Representations and Warranties

You represent and warrant that:

(1) You have the full right, power, and authority to enter into and perform the obligations under this Agreement, including the right, power, and authority to convey any rights granted to the public and/or Talend with respect to any Product.

By posting a Product on the Exchange, you represent and warrant that:

(1) You either (a) own any and all rights, titles, and interests in and to any including intellectual property rights in and to the Product, and/or (b) if the Product includes third party elements, you have acquired all necessary rights, including any and all intellectual property rights, to combine such third party elements with your work and to offer the combined Product to the public, such that the Product does not infringe or misappropriate on any intellectual property rights or any publicity rights of any third party or of Talend;

(2) The Product will not violate the intellectual property or other rights of any third party;

(3) The Product does not and shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, trap door, back door or other software code or routine designed or intended to: (a) damage, destroy or alter any software or hardware, (b) reveal, damage, destroy or alter any data; (c) disable any computer program automatically; or (d) halt, disrupt, limit access or grant improper or unauthorized access to or sabotage any software, hardware, system, process or device;

(4) The Product (a) does not contain any software for which users may be required to pay a fee to use the software and/or the Product, or (b) shall not be subject to any third party encumbrances, royalties, restrictions, or requirements;

(5) You, your organization, and the Product are compliant with all applicable laws, rules, codes, and regulations, and shall immediately notify Talend if any Product does not comply with any of the foregoing and remove the Product from the Exchange, and;

(6) If posting a Product on behalf of an organization, you have complied with any relevant organizational policies regarding ownership of intellectual property, confidential and/or proprietary information, and offering of the Product to the public.

DISCLAIMER OF WARRANTIES BY TALEND

Talend makes no representations or warranties of any kind regarding any Product. Placement of the Product on the Exchange is not a representation of Talend's approval or endorsement of the Product, even if the Contributor is a current or former Talend employee or contractor. ONLY THE CONTRIBUTOR OR ORGANIZATION WHO POSTS THE PRODUCT CAN PROVIDE REPRESENTATIONS OR WARRANTIES WITH REGARD TO ITS PRODUCT(S).

THE EXCHANGE IS OFFERED "AS IS" AND, WITH RESPECT TO THE EXCHANGE AND ANY PRODUCTS, TALEND DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TALEND BE LIABLE TO YOU OR ANY CONTRIBUTOR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE EXCHANGE OR ANY PRODUCT OR ANY OTHER MATTER RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOSS OF INCOME, LOSS OF BUSINESS ADVANTAGE OR LOSS OF GOOD WILL), REGARDLESS OF HOW CAUSED

AND UNDER ANY THEORY OF LIABILITY, EVEN IF TALEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

INDEMNITY

You shall indemnify, defend, and hold harmless Talend, its affiliates, licensors, subcontractors, officers, directors, employees, agents, successors and assigns (“Indemnified Parties”) from and against any and all claims, liabilities, actions, demands, settlements, damages, penalties, fines, losses of any type, costs, and expenses, including attorneys’ fees, arising from or related to any claim or allegation brought against any such Indemnified Parties (1) alleging that your use of the Exchange or any Product or other content you submit to or post on the Exchange infringe any intellectual property rights or any publicity rights of any third party or otherwise harm any third party or violate the terms of any third party software license of software contained within, or provided as part of, any Product, (2) alleging or resulting from your violation or failure to comply with your obligations or any terms of this Agreement, or (3) resulting from any personal injury or death caused by you, or your negligence, willful misconduct, or acts or omissions.

Talend agrees to give you written notice of any claim subject to indemnification, provided that Talend’s failure to promptly notify you shall not relieve you from your indemnification obligations and any liability hereunder. You shall have the sole responsibility, at your expense, to defend and, at your sole discretion, to settle any indemnifiable claim, provided that if any settlement requires a non-monetary obligation of an Indemnified Party or adversely affects an Indemnified Party’s rights, then such settlement shall require the Indemnified Party’s prior written consent. Your chosen counsel for the defense or settlement of any indemnifiable claim shall be subject to Talend’s approval and consent and shall be chosen from an Am Law 200 law firm.

CONFIDENTIALITY

“Confidential Information” means: (1) 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, and (2) with respect to Talend, nonpublic aspects of the Exchange or Talend or its’ licensors software and services. The obligations of confidentiality shall not apply to information which: (a) is generally available to the public without breach of the Agreement by the receiving party (“Recipient”); (b) is known by Recipient without confidentiality obligations; or (c) is independently developed by Recipient without use of the

Confidential Information. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section.

Recipient shall hold in confidence and use no less than reasonable care to avoid disclosure 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. Recipient will be liable for any breach of this Section by its employees, affiliates, and contractors.

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.

PRIVACY AND SECURITY

Talend may collect, use, and share Personal Information in accordance with the [Talend Privacy Policy](#). Talend may share your username and email with the Contributor to provide you with the Product, and if you are a Contributor, we may collect and share your username, vendor or developer name, bio information, and contact details you choose share to help identify you and allow users to contact you regarding your Products. Contributors agree to assist Talend in facilitating any data privacy rights for Talend Exchange users; however, Talend may facilitate the data privacy rights of a Talend Exchange user without notice or approval from the Contributor. When you use a Product, the security of the Product is the responsibility of the Contributor. It is your obligation to review the Contributor's Product to ensure it meets your security standards. In the event the Product provides the Contributor custodianship of your data, including Customer Data if you are acting on behalf of a Talend Customer, you are responsible for understanding the privacy considerations relevant to your privacy compliance and risk obligations. If you have any questions on how Talend uses personal data or you want to exercise your privacy rights, contact privacy@talend.com.

TRADEMARKS

While your Products are listed on the Exchange, you may reference the "Talend Exchange" in connection with your promotion of your Product(s). You shall not use Talend's name, trademarks, service marks, trade names, logos or any other commercial or product designations in any advertising, written sales promotions, press releases, media statements, case studies, and/or other publicity matters without Talend's written consent.

During the term that the Product is posted on the Exchange, you grant Talend a nonexclusive, worldwide, transferable, fully paid-up, royalty-free right and license to use, reproduce, and distribute information about you or the Product and any related trademarks in promotional materials or other content published by Talend.

DEVELOPMENT BY TALEND

Talend is or may be developing, or may develop, a product, service, or tool that may be similar to any Product. Given that many Products submitted will support or enhance an existing Talend product or service, similarity is to be expected. Talend shall have no obligation or liability to any Contributor with respect to any Talend product or service now existing or developed in the future that resembles or is substantially similar to any Product.

ENFORCEMENT

Talend may directly, or acting through agents or third parties, investigate any violation of this Agreement and take appropriate remedial action, including, but not limited to, by warning you of violations; disabling or suspending privileges and/or access; removing, blocking or editing any content; or prohibiting any behavior that does not comply with this Agreement, or which is otherwise inappropriate, harmful or objectionable. Deliberate attempts by you or someone acting on your behalf to evade or circumvent the suspension or termination of your rights to use the Exchange may result in legal action. To report violations of this Agreement, please email community_help@talend.com. Talend may release information concerning your use of the Exchange in order to comply with any legal or regulatory requests or obligations. Talend may, at its sole discretion, (1) remove your Product from the Exchange, or (2) suspend or shut down the Exchange, at any time for any reason or no reason whatsoever. Contributors must remove any Product from the Exchange upon becoming aware that Contributor or its Product has violated or will violate this Agreement.

NO SALES TO EMBARGOED COUNTRIES OR INDIVIDUALS

You will not export or re-export or disclose directly or indirectly any Products to a buyer located in a country listed by the United States Government as an embargoed country, or to a Specially Designated National or Blocked Person as those terms are defined by the United States Government. If you have any questions about this issue, please contact the Exchange team by emailing community_help@talend.com.

INDEPENDENT CONTRACTOR

Contributor is not an employee, agent, partner, joint venturer, representative, broker or principal of Talend for any purpose. Neither You nor any employee, contractor, or subcontractor of yours shall acquire any of the rights, privileges, powers or advantages of an employee of Talend, including disability insurance, vacation or sick pay or any other benefits available to Talend employees. You shall be solely responsible for all wages, benefits, taxes, withholdings, training and expenses of Your employees, including the employees assigned to create or develop Products under this Agreement. You shall be solely responsible for providing any tools, supplies or other goods that You may need or choose to use in order to develop and provide Products. Neither You nor Your personnel will be eligible for any benefits (e.g., stock options, health insurance) provided by Talend to its employees.

TERM

This Agreement will remain in effect until the earlier of (1) You permanently cease all use of the Exchange (whether downloading or uploading Products), or (2) Talend elects to terminate this Agreement. The obligations contained in the sections titled Representations and Warranties, Disclaimer of Warranties by Talend, Limitation of Liability, Indemnity, Confidentiality, Enforcement, and General will survive termination of this Agreement for any reason.

GENERAL

This Agreement shall be governed by the laws applicable in California, without regard to its choice or conflicts of law provisions. The parties expressly consent to the exclusive jurisdiction of the state and federal courts located in San Mateo, California. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement. No text or information set forth on any purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Talend as a result of this Agreement or use of the Exchange. The failure of a party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. This Agreement (together with the Terms of Use) comprises the entire agreement between you and Talend and supersedes all prior or contemporaneous negotiations, discussions or

agreements, whether written or oral, between the parties regarding the subject matter contained herein. There are no third-party beneficiaries to this Agreement. You may not assign your rights or obligations under this Agreement, whether by operation of law or otherwise, without Talend's prior written consent. The Exchange is offered from servers located in the United States and is subject to applicable law in the United States. Talend does not attempt to comply with applicable law in every country from which a user might access the Exchange. Any notice required to be sent by Talend under this Agreement or applicable law will be deemed effective when sent to the email address that You provide upon registration for the Exchange. You will provide legal notice to Talend by emailing legal@talend.com and You agree to notify Talend at community_help@talend.com of any facts or circumstances of which you later become aware that would make Your representations in this Agreement inaccurate in any respect.