

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number 001-33458

TERADATA CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

75-3236470

(I.R.S. Employer
Identification No.)

10000 Innovation Drive

Dayton, Ohio 45342

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (866) 548-8348

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Non-accelerated filer ☐

Accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At April 27, 2018, the registrant had approximately 121.3 million shares of common stock outstanding.

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Part 1—FINANCIAL INFORMATION

Item 1. Financial Statements.

Teradata Corporation Condensed Consolidated Statements of Loss (Unaudited)

In millions, except per share amounts	Three Months Ended March 31,	
	2018	2017
Revenue		
Recurring	\$ 302	\$ 273
Perpetual software licenses and hardware	69	90
Consulting services	135	128
Total revenue	506	491
Cost of revenue		
Cost of recurring	90	67
Cost of perpetual software licenses and hardware	48	61
Cost of consulting services	145	138
Total cost of revenue	283	266
Gross profit	223	225
Operating expenses		
Selling, general and administrative expenses	152	155
Research and development expenses	75	70
Total operating expenses	227	225
Loss from operations	(4)	—
Other expense, net		
Interest expense	(5)	(3)
Interest income	3	2
Other expense	(2)	(1)
Total other expense, net	(4)	(2)
Loss before income taxes	(8)	(2)
Income tax benefit	(1)	—
Net loss	\$ (7)	\$ (2)
Net loss per weighted average common share		
Basic	\$ (0.06)	\$ (0.02)
Diluted	\$ (0.06)	\$ (0.02)
Weighted average common shares outstanding		
Basic	121.4	130.4
Diluted	121.4	130.4

See Notes to Condensed Consolidated Financial Statements (Unaudited).

Teradata Corporation**Condensed Consolidated Statements of Comprehensive (Loss) Income (Unaudited)**

In millions	Three Months Ended March 31,	
	2018	2017
Net loss	\$ (7)	\$ (2)
Other comprehensive income:		
Foreign currency translation adjustments	4	5
Defined benefit plans:		
Defined benefit plan adjustment, before tax	—	1
Defined benefit plan adjustment, tax portion	—	—
Defined benefit plan adjustment, net of tax	—	1
Other comprehensive income	4	6
Comprehensive (loss) income	<u>\$ (3)</u>	<u>\$ 4</u>

See Notes to Condensed Consolidated Financial Statements (Unaudited).

Teradata Corporation
Condensed Consolidated Balance Sheets (Unaudited)

In millions, except per share amounts	March 31, 2018	December 31, 2017
Assets		
Current assets		
Cash and cash equivalents	\$ 939	\$ 1,089
Accounts receivable, net	451	554
Inventories	43	30
Other current assets	97	77
Total current assets	1,530	1,750
Property and equipment, net	172	162
Capitalized software, net	107	121
Goodwill	401	399
Acquired intangible assets, net	21	23
Deferred income taxes	58	57
Other assets	66	44
Total assets	\$ 2,355	\$ 2,556
Liabilities and stockholders' equity		
Current liabilities		
Current portion of long-term debt	\$ 68	\$ 60
Short-term borrowings	—	240
Accounts payable	110	74
Payroll and benefits liabilities	110	173
Deferred revenue	532	414
Other current liabilities	93	102
Total current liabilities	913	1,063
Long-term debt	456	478
Pension and other postemployment plan liabilities	111	109
Long-term deferred revenue	72	85
Deferred tax liabilities	9	4
Other liabilities	150	149
Total liabilities	1,711	1,888
Commitments and contingencies (Note 9)		
Stockholders' equity		
Preferred stock: par value \$0.01 per share, 100.0 shares authorized, no shares issued and outstanding at March 31, 2018 and December 31, 2017, respectively	—	—
Common stock: par value \$0.01 per share, 500.0 shares authorized, 120.6 and 121.9 shares issued at March 31, 2018 and December 31, 2017, respectively	1	1
Paid-in capital	1,350	1,320
Accumulated deficit	(637)	(579)
Accumulated other comprehensive loss	(70)	(74)
Total stockholders' equity	644	668
Total liabilities and stockholders' equity	\$ 2,355	\$ 2,556

See Notes to Condensed Consolidated Financial Statements (Unaudited).

Teradata Corporation
Condensed Consolidated Statements of Cash Flows (Unaudited)

In millions	Three Months Ended March 31,	
	2018	2017
Operating activities		
Net loss	\$ (7)	\$ (2)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	34	36
Stock-based compensation expense	19	16
Deferred income taxes	(5)	(8)
Changes in assets and liabilities:		
Receivables	83	106
Inventories	(13)	(6)
Current payables and accrued expenses	(27)	(44)
Deferred revenue	124	145
Other assets and liabilities	(24)	5
Net cash provided by operating activities	184	248
Investing activities		
Expenditures for property and equipment	(26)	(16)
Additions to capitalized software	(2)	(2)
Net cash used in investing activities	(28)	(18)
Financing activities		
Repurchases of common stock	(60)	(43)
Repayments of long-term borrowings	(15)	(8)
Repayments of credit facility borrowings	(240)	—
Other financing activities, net	10	7
Net cash used in financing activities	(305)	(44)
Effect of exchange rate changes on cash and cash equivalents	—	4
Increase in cash, cash equivalents and restricted cash	(149)	190
Cash, cash equivalents and restricted cash at beginning of period	1,089	974
Cash, cash equivalents and restricted cash at end of period	\$ 940	\$ 1,164

Reconciliation of cash, cash equivalents and restricted cash to the Consolidated Balance Sheets

	March 31, 2018	Dec 31, 2017
Cash and cash equivalents	\$ 939	\$ 1,089
Restricted cash	1	—
Total cash, cash equivalents and restricted cash	\$ 940	\$ 1,089

See Notes to Condensed Consolidated Financial Statements (Unaudited).

Notes to Condensed Consolidated Financial Statements (Unaudited)

1. Basis of Presentation

These statements have been prepared pursuant to the rules and regulations of the United States Securities and Exchange Commission (“SEC”) and, in accordance with those rules and regulations, do not include all information and footnote disclosures normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). In the opinion of management, the condensed consolidated financial statements reflect all adjustments, consisting only of normal recurring adjustments, necessary to fairly state the results of operations, financial position and cash flows of Teradata Corporation (“Teradata” or the “Company”) for the interim periods presented herein. The year-end 2017 condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP. The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make use of estimates and assumptions that affect the reported amounts and disclosures. Actual results may vary from these estimates.

These condensed consolidated interim financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in Teradata’s most recent Annual Report on Form 10-K for the fiscal year ended December 31, 2017 (the “2017 Annual Report”). The results of operations for any interim period are not necessarily indicative of the results of operations to be expected for the full year. Prior period amounts have been restated to conform to the current year presentation, unless otherwise stated that the prior period amounts have not been restated.

During the first quarter of 2018, the Company changed its historical presentation of its revenue and cost of revenue categories. Previously, the Company presented revenue and cost of revenue on two lines: product and cloud, and services. As part of the Company’s business transformation, the Company is transitioning away from perpetual software to subscription-based transactions. To better reflect this shift in the business, the Company adopted a revised presentation in the first quarter of 2018, including the separation of recurring revenue from non-recurring product and consulting services. Recurring revenue consists of our on-premises and off-premises subscriptions including subscription licenses recognized on a month-to-month basis, subscriptions recognized over time, and software upgrade rights on perpetual software licenses, maintenance and managed services. Recurring revenue is intended to depict the revenue recognition model for these transactions. The recurrence of these revenue streams in future periods depends on a number of factors including contractual periods and customers’ renewal decisions. Perpetual software licenses and hardware revenue consists of hardware and perpetual software licenses. Consulting services revenue consists of consulting, implementation and installation services.

In connection with these revisions, the Company also revised its cost of revenue classification to present costs associated with the new revenue presentation. This change in presentation does not affect the Company’s total revenues, total cost of revenues or overall total gross profit (defined as total revenue less total cost of revenue).

2. New Accounting Pronouncements

Leases. In February 2016, the Financial Accounting Standards Board (FASB) issued new guidance which requires a lessee to account for leases as finance or operating leases. Both leases will result in the lessee recognizing a right-of-use asset and a corresponding lease liability on its balance sheet, with differing methodology for income statement recognition. For lessors, the standard modifies the classification criteria and the accounting for sales-type and direct financing leases. Entities will classify leases to determine how to recognize lease-related revenue and expense. This standard is effective for public entities for fiscal years, and interim periods within those years, beginning after December 15, 2018, and early adoption is permitted. A modified retrospective approach is required for leases existing or entered into after the beginning of the earliest comparative period in the consolidated financial statements. The Company is currently assessing the impact of this update on its consolidated financial statements. We currently believe that the most significant changes will be related to the recognition of right-of-use assets and lease liabilities on our consolidated balance sheets for real estate and equipment leases that are currently classified as operating leases and therefore not recorded on the consolidated balance sheets.

Comprehensive Income. In February 2018, the FASB issued new guidance for Income Statement—Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income (ASU 2018-02), which allows companies to reclassify stranded tax effects resulting from the Tax Reform Act, from accumulated other comprehensive income to retained earnings. The amendments are effective for all entities for fiscal years beginning after December 15, 2018, and interim periods within those fiscal years. The Company is currently evaluating this guidance to determine the impact it may have on its consolidated financial statements.

Recently Adopted Guidance

Revenue Recognition. In May 2014, the FASB issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (“Topic 606”) that affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. Topic 606 will supersede the revenue recognition requirements of the prior revenue recognition guidance used prior to January 1, 2018. In addition, the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer are amended to be consistent with the guidance on recognition and measurement in this update. The Company adopted Topic 606 as of January 1, 2018 using the modified retrospective method for all contracts not completed as of the date of adoption. The reported results for 2018 reflect the application of Topic 606 while the reported results for 2017 were prepared under the guidance of Accounting Standards Codification 605, *Revenue Recognition*, which is also referred to herein as the “previous guidance”. As a result, prior periods have not been restated and continue to be reported under the previous guidance. The cumulative effect of applying Topic 606 was recorded as an adjustment to accumulated deficit as of the adoption date. See Note 3 for the required disclosures related to the impact of adopting this standard and a discussion of the Company's updated policies related to revenue recognition. See Note 4 for costs to obtain and fulfill a customer contract.

Presentation of Net Periodic Pension Cost and Net Periodic Post-retirement Benefit Cost. In March 2017, the FASB issued accounting guidance for “Compensation – Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Post-retirement Benefit Cost”. The amendment requires the service cost component of net periodic benefit cost be presented in the same income statement line item as other employee compensation costs arising from services rendered during the period and other components of the net periodic benefit cost be presented separately from the line item that includes the service cost and outside of any subtotal of operating income. The Company adopted this amended guidance in the first quarter of 2018. The retroactive adoption of this standard resulted in an increase in operating income and a corresponding increase in other expense for the three months ended March 31 of \$2 million in 2018 and \$1 million in 2017.

Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments. In August 2016, the FASB issued an update addressing eight specific cash flow issues to reduce diversity in practice. The Company adopted this amended guidance in the first quarter of 2018. The impact on the Company's consolidated statements of cash flows was immaterial.

Classification of restricted cash. In December 2016, the FASB issued accounting guidance to address diversity in the classification and presentation of changes in restricted cash on the statement of cash flows. Under this guidance, companies will be required to present restricted cash and restricted cash equivalents with cash and cash equivalents when reconciling the beginning-of-period and end-of-period amounts shown on the statement of cash flows. The Company has adopted this amended guidance in the first quarter of 2018. The retroactive adoption impact for the quarter ended March 31, 2017 to cash, cash equivalents and restricted cash at the beginning and at the end of period was less than \$1 million on our consolidated statements of cash flows.

Financial Instruments. In January 2016, the FASB issued new guidance which enhances the reporting model for financial instruments and related disclosures. This update requires equity securities to be measured at fair value with changes in fair value recognized through net income and will eliminate the cost method for equity securities without readily determinable fair values. The Company adopted this amended guidance in the first quarter of 2018. The impact on the Company's consolidated financial statements was immaterial.

Intra-entity asset transfers. In October 2016, the FASB issued accounting guidance to simplify the accounting for income tax consequences of intra-entity transfers of assets other than inventory. Under this guidance, companies will be required to recognize the income tax consequences of an intra-entity asset transfer when the transfer occurs. Current guidance prohibits companies from recognizing current and deferred income taxes for an intra-entity asset transfer until the asset has been sold to an outside party. The guidance must be applied on a modified retrospective basis through a cumulative-effect adjustment to retained earnings as of the period of adoption. The Company adopted this amended guidance in the first quarter of 2018. The impact on the Company's consolidated financial statements was immaterial.

Clarification on the definition of a business . In January 2017, the FASB issued accounting guidance to clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The Company adopted this amended guidance in the first quarter of 2018. The impact on the Company's consolidated financial statements was immaterial.

Stock Compensation . In May 2017, the FASB issued accounting guidance for "Compensation—Stock Compensation (Topic 718) - Scope of Modification Accounting". The amendments in this update provide guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting. The current disclosure requirements in Topic 718 apply regardless of whether an entity is required to apply modification accounting under the amendments in this update. The Company has adopted this amended guidance in the first quarter of 2018. The impact on the Company's consolidated financial statements was immaterial.

3. Revenue from Contracts with Customers

The Company adopted Topic 606 as of January 1, 2018 for all contracts not completed as of the date of adoption. The core principle of Topic 606 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. To achieve that core principle, the Company performs the following five steps:

1. identify the contract with a customer,
2. identify the performance obligations in the contract,
3. determine the transaction price,
4. allocate the transaction price to the performance obligations in the contract, and
5. recognize revenue when (or as) the Company satisfies a performance obligation.

The Company only applies the five-step model to contracts when it is probable that the Company will collect the consideration it is entitled to in exchange for goods or services it transfers to the customer. The Company applies judgment in determining the customer's ability and intention to pay, which is based on a variety of factors including the customer's historical payment experience, published credit, and financial information pertaining to the customer.

Revenue is measured based on consideration specified in a contract with a customer, and excludes any sales, value add, and other taxes the Company collects concurrent with revenue-producing activities. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. The Company recognizes revenue when it satisfies a performance obligation by transferring control over a good or service to a customer. Estimates of variable consideration are included in revenue to the extent that it is probable that a significant reversal of cumulative revenue will not occur once the uncertainty is resolved. The Company uses the expected value method or the most likely amount method depending on the nature of the variable consideration. Our estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of our anticipated performance and all information (historical, current and forecasted) that is

reasonably available to us. If actual results in the future vary from the Company's estimates, the Company adjusts these estimates in the period such variances become known. Typically, the amount of variable consideration is not material.

For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation using the relative standalone selling price of each distinct good or service in the contract. The Company must apply judgment to determine whether promised goods or services are capable of being distinct and distinct within the context of the contract. If these criteria are not met, the promised goods or services are combined with other goods or services and accounted for as a combined performance obligation. Revenue is then recognized either at a point in time or over time depending on our evaluation of when the customer obtains control of the promised goods or services. This evaluation requires significant judgment and the decision to combine a group of contracts or separate the combined or single contract into multiple performance obligations could change the amount of revenue recorded in a given period. In addition, the Company has developed assumptions that required judgment to determine the standalone selling price for each performance obligation identified in the contract. The Company determines the standalone selling price for a good or service by considering multiple factors including, but not limited to, geographies, market conditions, product life cycles, competitive landscape, internal costs, gross margin objectives, purchase volumes and pricing practices. The Company reviews the standalone selling price for each of its performance obligations on a periodic basis and updates it, when appropriate, to ensure that the practices employed reflect the Company's recent pricing experience. The Company maintains internal controls over the establishment and updates of these estimates, which includes review and approval by the Company's management.

Teradata delivers its solutions primarily through direct sales channels, as well as through other independent software vendors and distributors, and value-added resellers. Standard payment terms may vary based on the country in which the contract is executed, but are generally between 30 days and 90 days. The following is a description of the principal activities and performance obligations from which the Company generates its revenue:

- **Subscriptions** - The Company sells on and off-premises subscriptions to our customers through our subscription licenses, cloud, service model, and rental offerings. Teradata's subscription licenses include a right-to-use license and revenue is recognized upfront at a point in time unless the customer has a contractual right to cancel, where revenue is recognized on a month-to-month basis. Cloud and service model arrangements include a right-to-access software license on Teradata owned or third party owned hardware such as the public cloud. Revenue is recognized ratably over the contract term. Service models typically include a minimum fixed amount that is recognized ratably over the contract term and may include an elastic amount for usage above the minimum, which is recognized monthly based on actual utilization. For our rental offering, the Company owns the hardware and may or may not provide managed services. The revenue for these arrangements is generally recognized straight-line over the term of the contract and is generally accounted for as an operating lease and considered outside the scope of Topic 606.
- **Maintenance and software upgrade rights** - Revenue for maintenance and unspecified software upgrade rights on a when-an-if-available basis are recognized straight-line over the term of the contract.
- **Perpetual software licenses and hardware** - Revenue for software is generally recognized when the customer has the ability to use and benefit from its right to use the license. Hardware is typically recognized upon delivery once title and risk of loss have been transferred (when control has passed).
- **Consulting services** - Revenue for consulting, implementation and installation services is recognized as services are provided. The Company accounts for individual services as separate performance obligations if a service is separately identifiable from other items in a combined arrangement and if a customer can benefit from it on its own or with other resources that are readily available to the customer.

Disaggregation of Revenue from Contracts with Customers

The following table presents a disaggregation of revenue

(in millions)	Three months ended March 31,	
	2018	2017*
Americas		
Recurring	\$ 194	\$ 179
Perpetual software licenses and hardware	22	33
Consulting services	48	55
Total Americas	264	267
International		
Recurring	109	94
Perpetual software licenses and hardware	47	57
Consulting services	86	73
Total International	242	224
Total Revenue	\$ 506	\$ 491

*As noted above, prior period amounts have not been adjusted under the modified retrospective adoption method of Topic 606; however, as discussed in Note 1, prior period amounts have been reclassified to conform to the current year presentation.

Contract Balances

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, contract assets, and customer advances and deposits (deferred revenue or contract liabilities) on the condensed consolidated balance sheet. Accounts receivable include amounts due from customers that are unconditional. Contract assets relate to the Company's rights to consideration for goods delivered or services completed and recognized as revenue but billing and the right to receive payment is conditional upon the completion of other performance obligations. Contract assets are included in other current assets on the balance sheet and are transferred to accounts receivable when the rights become unconditional. Deferred revenue consists of advance payments and billings in excess of revenue recognized. Deferred revenue is classified as either current or noncurrent based on the timing of when the Company expects to recognize revenue. These assets and liabilities are reported on a contract-by-contract basis at the end of each reporting period. The following table provides information about receivables, contract assets and deferred revenue from contracts with customers:

(in millions)	March 31, 2018	January 1, 2018 (as adjusted)
Accounts receivable, net	\$ 451	\$ 534
Contract assets	20	20
Current deferred revenue	532	395
Long-term deferred revenue	72	85

Revenue recognized during the three months ended March 31, 2018 from amounts included in deferred revenue at the beginning of the period was approximately \$242 million .

Transaction Price Allocated to the Unsatisfied Obligations

The following table includes estimated revenue expected to be recognized in the future related to the Company's unsatisfied (or partially satisfied) obligations at March 31, 2018:

(in millions)	Total at March 31, 2018	Year 1	Year 2 and Thereafter
Remaining unsatisfied obligations	\$ 1,737	\$ 1,045	\$ 692

The amounts above represent the price of firm orders for which work has not been performed or goods have not been delivered and exclude unexercised contract options outside the stated contractual term that do not represent material rights to the customer. Although the Company believes that the contract value in the above table is firm, approximately \$843 million of the amount includes customer-only general cancellation for convenience terms that the Company is contractually obligated to perform unless the customer notifies us. Customers typically do not cancel before the end of the contractual term and historically the Company has seen very little churn in its customer base. The Company believes the inclusion of this information is important to understanding the obligations that the Company is contractually required to perform and provides useful information regarding remaining obligations related to these executed contracts. Further, the Company has historically generated a large portion of our business each quarter by orders that are sold and fulfilled within the same reporting period. Therefore, the amount of remaining obligations may not be a meaningful indicator of future results.

Significant Accounting Policies and Practical Expedients

The following are the Company's significant accounting policies not already disclosed elsewhere and practical expedients relating to revenue from contracts with customers:

- Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.
- Shipping and handling costs associated with outbound freight after control over a product has transferred to a customer are accounted for as fulfillment cost and are included in cost of revenues.
- The Company does not adjust for the effects of a significant financing component if the period between performance and customer payment is one year or less.
- The Company expenses the costs to obtain a contract as incurred when the expected amortization period is one year or less.

Impacts on Financial Statements

The Company adopted Topic 606 using the modified retrospective method. The cumulative effect of applying the new guidance to all contracts with customers that were not completed as of January 1, 2018 was recorded as an adjustment to accumulated deficit as of the adoption date. As a result of applying the modified retrospective method to adopt Topic 606, the following adjustments were made to accounts on the condensed consolidated balance sheets as of January 1, 2018:

- The Company reduced current deferred revenue and accumulated deficit by \$19 million for contracts that were not complete as of the date of adoption and would have been recognized in a prior period under Topic 606. The revenue adjustment primarily relates to term licenses that are recognized upfront under Topic 606 but were recognized ratably under the previous guidance.
- Prior to the adoption of Topic 606, the Company expensed sales commissions on long-term contracts. Under Topic 606, the Company capitalizes these incremental costs of obtaining customer contracts. The impact of this change resulted in an increase of other assets and a reduction in accumulated deficit of \$17 million on January 1, 2018.
- The tax impact of these items was \$10 million, which was recorded as a deferred tax liability, resulting in a net \$26 million reduction in accumulated deficit on January 1, 2018.
- In addition, the Company reclassified \$20 million of contract assets from accounts receivable to other current assets on January 1, 2018.

The following summarizes the significant changes on the Company's condensed consolidated financial statements for the three months ended March 31, 2018 as a result of the adoption of Topic 606 on January 1, 2018 compared to if the Company had continued to recognize revenue under the previous guidance:

- The impact to revenues was a net increase of \$1 million for the three months ended March 31, 2018.

- Topic 606 resulted in the amortization of capitalized contract costs that were recorded as part of the cumulative effect adjustment upon adoption. The amortization of these capitalized costs was offset by new capitalized costs in the quarter resulting in \$5 million less selling, general and administrative expenses under Topic 606.
- As a result of the higher revenue and capitalization of contract costs under Topic 606, the net loss reported under Topic 606 was better by \$4 million or \$0.03 per share.
- Total reported assets were \$22 million greater under Topic 606 largely due to capitalized contract costs that were expensed as incurred under the previous guidance.
- Total reported liabilities were \$20 million less under Topic 606 largely due to revenue that would have been deferred and recognized over time under the previous guidance but is recognized upfront under Topic 606.
- The adoption of Topic 606 had no impact on the Company's total cash flows from operations.

4. Contract Costs

The Company capitalizes sales commissions and other contract costs that are incremental direct costs of obtaining customer contracts if the expected amortization period of the asset is greater than one year. These costs are recorded in Other Assets on the Company's balance sheet. The capitalized amounts are calculated based the total contract value for individual multi-term contracts. The judgments made in determining the amount of costs incurred include whether the commissions are in fact incremental and would not have occurred absent the customer contract. Costs to obtain a contract are amortized as selling, general and administrative expenses on a straight-line basis over the expected period of benefit, which is typically four years. These costs are periodically reviewed for impairment. The following table identifies the activity relating to capitalized contract costs:

(in millions)	January 1, 2018	Capitalized	Amortization	March 31, 2018
Capitalized contract costs	17	6	(1)	22

5. Supplemental Financial Information

In millions	As of	
	March 31, 2018	December 31, 2017
Inventories		
Finished goods	\$ 31	\$ 18
Service parts	12	12
Total inventories	<u>\$ 43</u>	<u>\$ 30</u>
Deferred revenue		
Deferred revenue, current	\$ 532	\$ 414
Long-term deferred revenue	72	85
Total deferred revenue	<u>\$ 604</u>	<u>\$ 499</u>

6. Acquired Intangible Assets

Acquired intangible assets were specifically identified when acquired, and are deemed to have finite lives. The gross carrying amount and accumulated amortization for the Company's acquired intangible assets were as follows:

		March 31, 2018			December 31, 2017		
	Amortization Life (in Years)	Gross Carrying Amount	Accumulated Amortization and Currency Translation Adjustments		Gross Carrying Amount	Accumulated Amortization and Currency Translation Adjustments	
In millions							
Acquired intangible assets							
Intellectual property/developed technology	3 to 5	\$ 35	\$ (14)		\$ 43	\$ (20)	

The gross carrying amount of acquired intangibles was reduced by certain intangible assets previously acquired that became fully amortized and were removed from the balance sheet.

The aggregate amortization expense (actual and estimated) for acquired intangible assets is as follows:

In millions	Three Months Ended March 31	
	2018	2017
Amortization expense	\$ 2	\$ 2

In millions	Actual	For the years ended (estimated)				
	2017	2018	2019	2020	2021	2022
Amortization expense	\$ 8	\$ 7	\$ 6	\$ 4	\$ 4	\$ 2

7. Income Taxes

Income tax provisions for interim periods are based on estimated annual income tax rates, adjusted to reflect the effects of any significant infrequent or unusual items which are required to be discretely recognized within the current interim period. As a result of the Tax Cuts and Jobs Act of 2017, the Company changed its indefinite reversal assertion related to its undistributed earnings of its foreign subsidiaries and no longer considers a majority of its foreign earnings permanently reinvested outside of the United States (the "U.S."). As a result, the effective tax rates in the periods presented are largely based upon the forecasted pre-tax earnings mix and allocation of certain expenses in various taxing jurisdictions where the Company conducts its business.

The effective tax rate is as follows:

In millions	Three Months Ended March 31,	
	2018	2017
Effective tax rate	12.5%	—%

For the three months ended March 31, 2018 and March 31, 2017, no material discrete tax items were recorded.

8. Derivative Instruments and Hedging Activities

As a portion of Teradata's operations is conducted outside the U.S. and in currencies other than the U.S. dollar, the Company is exposed to potential gains and losses from changes in foreign currency exchange rates. In an attempt to mitigate the impact of currency fluctuations, the Company uses foreign exchange forward contracts to hedge transactional exposures resulting predominantly from foreign currency denominated inter-company receivables and payables. The forward contracts are designated as fair value hedges of specified foreign currency denominated inter-company receivables and payables and generally mature in three months or less. The Company does not hold or issue derivative financial instruments for trading purposes, nor does it hold or issue leveraged derivative instruments. By using derivative financial instruments to hedge exposures to changes in exchange rates, the

Company exposes itself to credit risk. The Company manages exposure to counterparty credit risk by entering into derivative financial instruments with highly rated institutions that can be expected to fully perform under the terms of the applicable contracts.

All derivatives are recognized in the consolidated balance sheets at their fair value. The fair values of foreign exchange contracts are based on market spot and forward exchange rates and represent estimates of possible value that may not be realized in the future. Changes in the fair value of derivative financial instruments, along with the loss or gain on the hedged asset or liability, are recorded in current period earnings. The notional amounts represent agreed-upon amounts on which calculations of dollars to be exchanged are based, and are an indication of the extent of Teradata's involvement in such instruments. These notional amounts do not represent amounts exchanged by the parties and, therefore, are not a measure of the instruments. Across its portfolio of contracts, Teradata has both long and short positions relative to the U.S. dollar. As a result, Teradata's net involvement is less than the total contract notional amount of the Company's foreign exchange forward contracts.

The following table identifies the contract notional amount of the Company's foreign exchange forward contracts:

In millions	As of	
	March 31, 2018	December 31, 2017
Contract notional amount of foreign exchange forward contracts	\$ 96	\$ 147
Net contract notional amount of foreign exchange forward contracts	\$ 17	\$ 23

The fair value of derivative assets and liabilities recorded in other current assets and accrued liabilities at March 31, 2018 and December 31, 2017, were not material.

Gains and losses from the Company's fair value hedges (foreign currency forward contracts and related hedged items) were immaterial for the three months ended March 31, 2018 and March 31, 2017. Gains and losses from foreign exchange forward contracts are fully recognized each period and reported along with the offsetting gain or loss of the related hedged item, either in cost of revenues or in other income (expense), depending on the nature of the related hedged item.

9. Commitments and Contingencies

In the ordinary course of business, the Company is subject to proceedings, lawsuits, governmental investigations, claims and other matters, including those that relate to the environment, health and safety, employee benefits, export compliance, intellectual property, tax matters and other regulatory compliance and general matters. We are not currently a party to any litigation, nor are we aware of any pending or threatened litigation against us that we believe would materially affect our business, operating results, financial condition or cash flows.

Guarantees and Product Warranties. Guarantees associated with the Company's business activities are reviewed for appropriateness and impact to the Company's financial statements. Periodically, the Company's customers enter into various leasing arrangements coordinated with a leasing company. In some instances, the Company guarantees the leasing company a minimum value at the end of the lease term on the leased equipment. As of March 31, 2018, the maximum future payment obligation of this guaranteed value and the associated liability balance was \$4 million.

The Company provides its customers a standard manufacturer's warranty and records, at the time of the sale, a corresponding estimated liability for potential warranty costs. Estimated future obligations due to warranty claims are based upon historical factors such as labor rates, average repair time, travel time, number of service calls and cost of replacement parts. For each consummated sale, the Company recognizes the total customer revenue and records the associated warranty liability under other current liabilities in the balance sheet using pre-established warranty percentages for that product class.

The following table identifies the activity relating to the warranty reserve for the three months ended March 31 :

In millions	2018	2017
Warranty reserve liability		
Beginning balance at January 1	\$ 4	\$ 5
Provisions for warranties issued	1	1
Settlements (in cash or in kind)	(2)	(2)
Balance at March 31	\$ 3	\$ 4

The Company also offers extended and/or enhanced coverage to its customers in the form of maintenance contracts. The Company accounts for these contracts by deferring the related maintenance revenue over the extended and/or enhanced coverage period. Costs associated with maintenance support are expensed as incurred. Amounts associated with these maintenance contracts are not included in the table above.

In addition, the Company provides its customers with certain indemnification rights. In general, the Company agrees to indemnify the customer if a third-party asserts patent or other infringement on the part of the customer for its use of the Company's products. The Company has entered into indemnification agreements with the officers and directors of its subsidiaries. From time to time, the Company also enters into agreements in connection with its acquisition and divestiture activities that include indemnification obligations by the Company. The fair value of these indemnification obligations is not readily determinable due to the conditional nature of the Company's potential obligations and the specific facts and circumstances involved with each particular agreement, and as such the Company has not recorded a liability in connection with these indemnification arrangements. Historically, payments made by the Company under these types of agreements have not had a material effect on the Company's consolidated financial condition, results of operations or cash flows.

Concentrations of Risk . The Company is potentially subject to concentrations of credit risk on accounts receivable and financial instruments such as hedging instruments, and cash and cash equivalents. Credit risk includes the risk of nonperformance by counterparties. The maximum potential loss may exceed the amount recognized on the balance sheet. Exposure to credit risk is managed through credit approvals, credit limits, selecting major international financial institutions (as counterparties to hedging transactions) and monitoring procedures. Teradata's business often involves large transactions with customers, and if one or more of those customers were to default in its obligations under applicable contractual arrangements, the Company could be exposed to potentially significant losses. However, management believes that the reserves for potential losses were adequate at March 31, 2018 and December 31, 2017 .

The Company is also potentially subject to concentrations of supplier risk. Our hardware components are assembled exclusively by Flex Ltd. ("Flex"). Flex procures a wide variety of components used in the manufacturing process on behalf of the Company. Although many of these components are available from multiple sources, Teradata utilizes preferred supplier relationships to provide more consistent and optimal quality, cost and delivery. Typically, these preferred suppliers maintain alternative processes and/or facilities to ensure continuity of supply. Given the Company's strategy to outsource its manufacturing activities to Flex and to source certain components from single suppliers, a disruption in production at Flex or at a supplier could impact the timing of customer shipments and/or Teradata's operating results. In addition, a significant change in the forecasts to any of these preferred suppliers could result in purchase obligations for components that may be in excess of demand.

10. Fair Value Measurements

Fair value measurements are established utilizing a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets for identical assets or liabilities; Level 2, defined as significant other observable inputs, such as quoted prices in active markets for similar assets or liabilities, or quoted prices in less-active markets for identical assets; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

The Company's assets and liabilities measured at fair value on a recurring basis include money market funds and foreign currency exchange contracts. A portion of the Company's excess cash reserves are held in money market funds which generate interest income based on the prevailing market rates. Money market funds are included in cash and cash equivalents in the Company's balance sheet. Money market fund holdings are measured at fair value using quoted market prices and are classified within Level 1 of the valuation hierarchy.

When deemed appropriate, the Company minimizes its exposure to changes in foreign currency exchange rates through the use of derivative financial instruments, specifically, foreign exchange forward contracts. The fair value of these contracts are measured at the end of each interim reporting period using observable inputs other than quoted prices, specifically market spot and forward exchange rates. As such, these derivative instruments are classified within Level 2 of the valuation hierarchy. Fair value gains for open contracts are recognized as assets and fair value losses are recognized as liabilities. The fair value derivative assets and liabilities recorded in other current assets and accrued liabilities at March 31, 2018 and December 31, 2017, were not material. Any realized gains or losses would be mitigated by corresponding gains or losses on the underlying exposures.

The Company's assets measured at fair value on a recurring basis and subject to fair value disclosure requirements at March 31, 2018 and December 31, 2017 were as follows:

In millions	Total	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Money market funds, March 31, 2018	\$ 326	\$ 326	\$ —	\$ —
Money market funds, December 31, 2017	\$ 501	\$ 501	\$ —	\$ —

11. Earnings per Share

Basic earnings per share is calculated by dividing net income by the weighted average number of shares outstanding during the reported period. The calculation of diluted earnings per share is similar to basic earnings per share, except that the weighted average number of shares outstanding includes the dilution from potential shares resulting from stock options, restricted stock awards and other stock awards. The components of basic and diluted earnings per share are as follows:

In millions, except per share amounts	Three Months Ended March 31,	
	2018	2017
Net loss attributable to common stockholders	\$ (7)	\$ (2)
Weighted average outstanding shares of common stock	121.4	130.4
Dilutive effect of employee stock options, restricted stock and other stock awards	—	—
Common stock and common stock equivalents	121.4	130.4
Net income per share:		
Basic	\$ (0.06)	\$ (0.02)
Diluted	\$ (0.06)	\$ (0.02)

For the three months ended March 31, 2018 and 2017, due to the net loss attributable to Teradata common stockholders, potential common shares that would cause dilution, such as employee stock options, restricted stock and other stock awards, have been excluded from the diluted share count because their effect would have been anti-dilutive. The fully diluted shares would have been 123.4 million for the three months ended March 31, 2018 and 131.9 million for the three months ended March 31, 2017.

Options to purchase 2.7 million shares of common stock for the three months ended March 31, 2018 and 4.5 million shares of common stock for the three months ended March 31, 2017 were not included in the computation of diluted earnings per share. The exercise prices of these options were greater than the average market price of the common shares for the period, and therefore would have been anti-dilutive.

12. Segment and Other Supplemental Information

Teradata is managing its business in two operating segments: (1) Americas region (North America and Latin America); and (2) International region (Europe, Middle East, Africa, Asia Pacific and Japan). For purposes of discussing results by segment, management excludes the impact of certain items, consistent with the manner by which management evaluates the performance of each segment. This format is useful to investors because it allows analysis and comparability of operating trends. It also includes the same information that is used by Teradata management to make decisions regarding the segments and to assess financial performance. The chief operating decision maker, who is our President and Chief Executive Officer, evaluates the performance of the segments based on revenue and multiple profit measures, including segment gross profit. For management reporting purposes assets are not allocated to the segments.

The following table presents segment revenue and segment gross profit for the Company:

In millions	Three Months Ended March 31,	
	2018	2017
Segment revenue		
Americas	\$ 264	\$ 267
International	242	224
Total revenue	<u>506</u>	<u>491</u>
Segment gross profit		
Americas	147	151
International	98	100
Total segment gross profit	<u>245</u>	<u>251</u>
Stock-based compensation costs	4	3
Acquisition, integration, reorganization and transformation-related costs	3	2
Amortization of capitalized software costs	15	21
Total gross profit	<u>223</u>	<u>225</u>
Selling, general and administrative expenses	152	155
Research and development expenses	75	70
Loss from operations	<u>\$ (4)</u>	<u>\$ —</u>

13. Reorganization and Business Transformation

In the fourth quarter of 2015, the Company announced a plan to realign Teradata's business by reducing its cost structure and focusing on the Company's core data and analytics business. This business transformation included exiting the marketing applications business, rationalizing costs, and modifying the Company's go-to-market approach. No costs were incurred related to this business transformation plan for the three months ended March 31, 2018. The Company incurred the following costs for the three months ended March 31, 2017:

In millions	Three Months Ended March 31, 2017
Employee severance and other employee related cost	\$ 2
Asset write-downs	6
Professional services, legal and other transformation costs	10
Total reorganization and business transformation cost	<u>\$ 18</u>

Costs incurred above include \$8 million for an inventory charge and other associated transformation costs related to the discontinuation of Teradata's prior hardware platforms.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”).

You should read the following discussion in conjunction with the Condensed Consolidated Financial Statements and the notes to those statements included elsewhere in this Quarterly Report on Form 10-Q. This Quarterly Report on Form 10-Q contains certain statements that are forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. Certain statements contained in the MD&A are forward-looking statements that involve risks and uncertainties. The forward-looking statements are not historical facts, but rather are based on current expectations, estimates, assumptions and projections about our industry, business and future financial results. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors, including those discussed in other sections of this Quarterly Report on Form 10-Q and in the 2017 Annual Report on Form 10-K. The Company does not undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

First Quarter Financial Overview

As more fully discussed in later sections of this MD&A, the following were significant financial items for the first quarter of 2018 :

- Total revenue was \$506 million for the first quarter of 2018 , up 3% from the first quarter of 2017 , with an underlying 11% increase in recurring revenue and a 5% increase in consulting services revenue offset by a 23% decrease in perpetual software licenses and hardware revenue as the Company's business shifts to subscription-based transactions.
- Gross margin decreased to 44.1% in the first quarter of 2018 from 45.8% in the first quarter of 2017 , due to higher mix of hardware revenue recognized in the quarter. The increased mix shift to hardware is due to more of the Company’s software license revenue being recognized over time in subscription-based transactions.
- Operating expenses for the first quarter of 2018 increased by 1% compared to the first quarter of 2017 .
- Operating loss was \$4 million in the first quarter of 2018 , compared to break-even in the first quarter of 2017 .
- Net loss in the first quarter of 2018 was \$7 million , compared to \$2 million in the first quarter of 2017 .

Overview

Teradata Corporation is a global leader in analytic data solutions and services. Our analytic data solutions comprise software, hardware, and related business consulting and support services. We help customers access and manage data and extract business value and insights from data analytics across their entire enterprise.

Teradata’s strategy is based around our core belief that analytics and data unleash the potential of great companies, allowing them to make better and faster decisions and attain a competitive advantage. We empower companies to achieve high-impact business outcomes through analytics at scale on an agile data foundation. Through our focus on leading with business outcomes and a consultative approach, our goal is to serve as a trusted advisor to both the business and technical leaders in our customers’ organizations. Our business analytics solutions and technologies are ideally suited for the world’s largest companies as they have the largest and most complex analytics challenges, where scale and performance of such solutions matter. These large and complex analytics challenges also provide the largest revenue opportunities for Teradata.

Analytical environments are increasing in complexity. There is more choice around analytic tools and technology than ever before, including commercial and open source solutions, as well as on-premises and cloud subscription-based options. As a result, we recently introduced new purchasing and deployment options with our Teradata Everywhere strategy, providing purchasing options for our customers, which include the ability for customers to purchase Teradata software as a subscription-based license across a range of simpler software bundles at different price points for different use cases. All subscription-based Teradata software licenses enable portability of the software license between cloud and on-premises deployment options, which de-risks customer decisions, particularly for customers with future plans to move to the cloud. Customer buying behavior continues to move from predominantly capital purchases to these subscription-based purchasing options.

In the near term, the movement to subscription-based transactions is negatively impacting the timing of our reported revenue because revenue for subscription-based transactions is recognized over time versus upfront as was the case with the capital purchase model. However, the business transition to a subscription-based model is expected to increase our recurring revenue. Near term impacts can fluctuate based on the speed of customer adoption, which can be difficult to predict. In the longer term, we expect the year-over-year mix of revenues to normalize as more customers transition to these new purchasing and deployment options.

We are continuing to invest for Teradata's future, including investments to support our cloud-based initiatives, analytical consulting and solutions, realignment of our go-to-market approach, and modernizing our infrastructure.

Teradata has introduced additional financial and performance metrics to allow for greater transparency regarding the progress we are making toward achieving our strategic objectives. These metrics will continue to evolve as our business transformation progresses and include the following:

- **Annual Recurring Revenue ("ARR")** - is annual contract value for all active and contractually binding term-based contracts at the end of a period. It includes maintenance, software upgrade rights, cloud, subscription, rental and managed services.
- **Bookings Mix** - subscription bookings divided by the sum of subscription bookings plus perpetual bookings.
- **TCORE** - is a metric that tracks a consistent unit of consumption across all of Teradata's products over the wide variety of configuration and deployment options, both on-premises and in the cloud. It is determined from the number of physical central processing unit ("CPU") cores in a system and adjusted/reduced by the underlying hardware platform's input/output ("I/O") throughput performance capabilities.

Recurring revenue is intended to depict the over-time revenue recognition model for these revenue streams. The recurrence of these revenue streams in future periods depends on a number of factors including contractual periods and customers' renewal decisions.

As a portion of the Company's operations and revenue occur outside the United States ("U.S."), and in currencies other than the U.S. dollar, the Company is exposed to fluctuations in foreign currency exchange rates. Based on currency rates as of April 27, 2018, Teradata is expecting two percentage points of positive impact from currency translation on our full year projected revenue growth rate.

Results of Operations for the Three Months Ended March 31, 2018 **Compared to the Three Months Ended March 31, 2017**

Revenue

In millions	2018	% of Revenue	2017	% of Revenue
Recurring	\$ 302	59.7%	\$ 273	55.6%
Perpetual software licenses and hardware	69	13.6%	90	18.3%
Consulting services	135	26.7%	128	26.1%
Total revenue	\$ 506	100%	\$ 491	100%

Total revenue increased \$15 million or 3% in the first quarter of 2018 compared to the first quarter of 2017. The revenue increase included a 4% favorable impact from foreign currency fluctuations. Recurring revenue grew 11% in the first quarter of 2018 from the prior-year period, which included a 4% favorable impact from foreign currency fluctuations. Consistent with the strategy to shift to subscription-based transactions, we experienced a larger percentage of transactions shifting to a subscription-based model in first quarter of 2018 versus the first quarter of 2017. Under subscription models, we recognize revenue over time as opposed to the upfront recognition under the perpetual model. As a result, revenues from perpetual software licenses and hardware declined 23% in the first quarter of 2018 as compared to the prior-year period, including a 4% favorable impact from foreign currency fluctuations, and we expect these perpetual revenues to continue to decline as customers switch to a subscription-based model. Consulting services revenue increased 5% in the first quarter of 2018 compared to the prior-year period. The increase included a 5% favorable impact from foreign currency fluctuations.

Included below are financial and performance growth metrics for the first quarter of 2018:

- Total ARR at the end of the first quarter of 2018 was \$1.2 billion, an increase of 11% from the end of the first quarter of 2017. Beginning in the first quarter of 2018, recurring revenue and ARR now includes recurring revenue from our managed services business. The prior-period amounts have been updated to reflect the current period presentation.
- Approximately 62% of our bookings in the first quarter of 2018 were subscription-based. We now expect subscription-based transactions to comprise 50 to 60 percent of our bookings mix for the full year.
- We continue to expect TCore growth in the high teens in 2018.

Gross Profit

In millions	2018	% of Revenue	2017	% of Revenue
Recurring	\$ 212	70.2 %	\$ 206	75.5 %
Perpetual software licenses and hardware	21	30.4 %	29	32.2 %
Consulting services	(10)	(7.4)%	(10)	(7.8)%
Total gross profit	\$ 223	44.1 %	\$ 225	45.8 %

The decrease in recurring revenue gross profit as a percent of revenue was driven by a higher mix of subscription transactions in the quarter as compared to the previous period.

The decrease in perpetual software licenses and hardware gross profit as a percent of revenue was driven by a higher mix of hardware revenue as some customers continue to purchase their hardware upfront while buying the software on a subscription basis, which is recorded in recurring revenue.

Consulting service gross profit as a percentage of revenue improved as compared to the prior year. Consulting margins are seasonally at their lowest point in the first quarter due to the timing of expenses and revenue recognition.

Operating Expenses

In millions	2018	% of Revenue	2017	% of Revenue
Selling, general and administrative expenses	\$ 152	30.0%	\$ 155	31.6%
Research and development expenses	75	14.8%	70	14.3%
Total operating expenses	\$ 227	44.9%	\$ 225	45.8%

The decrease in Selling, General and Administrative ("SG&A") expense was due to an inventory charge and other transformation associated costs related to the discontinuation of our prior hardware platforms recorded in 2017. This is partially offset by investments that we are making in 2018 related to our strategic transformation initiatives as well as increased sales and sales support headcount.

Research and Development ("R&D") expenses increased primarily due to strategic investments in managed and public cloud as well as the new Teradata Analytics Platform.

Other Expense, net

In millions	2018	2017
Interest income	\$ 3	\$ 2
Interest expense	(5)	(3)
Other	(2)	(1)
Other expense, net	\$ (4)	\$ (2)

Other expense in the first quarter of 2018 and 2017 is comprised of interest expense on long-term debt partially offset by interest income earned on our cash and cash equivalents. Interest income and expense increased due to increases in interest rates.

Provision for Income Taxes

Income tax provisions for interim periods are based on estimated annual income tax rates, adjusted to reflect the effects of any significant infrequent or unusual items which are required to be discretely recognized within the current interim period. The 2018 and 2017 effective tax rate were both impacted by the passage of the Tax Cuts and Jobs Act (the "Tax Act"), which was signed into law on December 22, 2017, making significant changes to the U.S. Internal Revenue Code. Changes include, but are not limited to, a corporate tax rate decrease from 35% to 21% for tax years beginning after December 31, 2017; the transition of U.S. international taxation from a worldwide tax system to a modified territorial tax system, and a one-time transition tax on the mandatory deemed repatriation of cumulative foreign earnings as of December 31, 2017. On December 22, 2017, Staff Accounting Bulletin No. 118 ("SAB 118") was issued to address the application of U.S. generally accepted accounting principles ("GAAP") in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Tax Act.

In accordance with SAB 118, the Company has made its best estimate of the impact of the Tax Act in its 2017 and first quarter of 2018 income tax provision in accordance with its understanding of the Tax Act and guidance available as of the date of this filing. The provisional amount related to the one-time transition tax on the mandatory deemed repatriation of cumulative foreign earnings of \$1.3 billion was recorded in the fourth quarter of 2017 and was \$145 million of tax expense, which the Company expects to pay over an 8-year period. The Company also recorded a provisional benefit of \$19 million, a majority of which related to the re-measurement of certain deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future. No adjustment to the provisional amounts was recorded in the first quarter of 2018, although the Company continues to finalize the provisional amounts. The ultimate impact may differ materially from these provisional amounts due to, among other things, additional analysis, changes in interpretations and assumptions the Company has made, additional regulatory guidance that may be issued, and actions the Company may take as a result of the Tax Act. As a result of the Tax Act, the Company changed its indefinite reversal assertion related to its undistributed earnings of its foreign subsidiaries and no longer considers a majority of its foreign earnings permanently reinvested outside of the U.S.

The effective tax rates in the periods presented are largely based upon the forecasted pre-tax earnings mix between the U.S. and other foreign taxing jurisdictions where the Company conducts its business under its current structure. The Company estimates its full-year effective tax rate for 2018 to be approximately 20%, which takes into consideration, among other things, the forecasted earnings mix by jurisdiction for 2018 and the estimated discrete items to be recognized in 2018. The forecasted tax rate is based on the overseas profits being taxed at an overall effective tax rate of approximately 19%, as compared to the federal statutory tax rate of 21% in the U.S.

The effective tax rate for the three months ended March 31, 2018 and March 31, 2017 were as follows:

	2018	2017
Effective tax rate	12.5%	—%

For the three months ended March 31, 2018, and March 31, 2017, no material discrete tax items were recorded.

Revenue and Gross Profit by Operating Segment

Teradata is managing its business in two operating segments: (1) Americas region (North America and Latin America); and (2) International region (Europe, Middle East, Africa, Asia Pacific and Japan). For purposes of discussing results by segment, management excludes the impact of certain items, consistent with the manner by which management evaluates the performance of each segment. This format is useful to investors because it allows analysis and comparability of operating trends. It also includes the same information that is used by Teradata management to make decisions regarding the segments and to assess financial performance. The chief operating decision maker, who is our President and Chief Executive Officer, evaluates the performance of the segments based on revenue and multiple profit measures, including segment gross profit. For management reporting purposes assets are not allocated to the segments. Our segment results are reconciled to total company results reported under GAAP in Note 12 of Notes to Condensed Consolidated Financial Statements (Unaudited).

The following table presents revenue and operating performance by segment for the three months ended March 31 :

In millions	2018	% of Revenue	2017	% of Revenue
Segment revenue				
Americas	\$ 264	52.2%	\$ 267	54.4%
International	242	47.8%	224	45.6%
Total segment revenue	<u>\$ 506</u>	<u>100%</u>	<u>\$ 491</u>	<u>100%</u>
Segment gross profit				
Americas	\$ 147	55.7%	\$ 151	56.6%
International	98	40.5%	100	44.6%
Total segment gross profit	<u>\$ 245</u>	<u>48.4%</u>	<u>\$ 251</u>	<u>51.1%</u>

Americas: Revenue decreased 1% in the first quarter of 2018 from the first quarter of 2017. As discussed previously, the revenue decline was driven by a higher mix of subscription-based transactions in first quarter of 2018 versus first quarter of 2017. Segment gross profit as a percentage of revenues was lower primarily due to a higher mix of hardware revenue.

International: Revenue increased by 8% in the first quarter of 2018 as compared to the first quarter of 2017. The increase was driven by a 9% favorable impact from foreign currency fluctuations. Segment gross profit as a percentage of revenues was lower primarily due to a higher mix of consulting revenue.

Financial Condition, Liquidity and Capital Resources

Cash provided by operating activities decreased by \$ 64 million in the first quarter of 2018 compared to the first quarter of 2017. The decrease in cash provided by operating activities was primarily due to the Company's ongoing transition to subscription-based purchasing options, which result in the Company collecting less cash in the current period as customers pay over time, the higher expense run rate from prior-year strategic transformation investments, and the timing of cash collections.

Teradata's management uses a non-GAAP measure called "free cash flow," which is not a measure defined under GAAP. We define free cash flow as net cash provided by operating activities, less capital expenditures for property and equipment, and additions to capitalized software, as one measure of assessing the financial performance of the Company, and this may differ from the definition used by other companies. The components that are used to calculate free cash flow are GAAP measures taken directly from the Condensed Consolidated Statements of Cash Flows (Unaudited). We believe that free cash flow information is useful for investors because it relates the operating cash flow of the Company to the capital that is spent to continue and improve business operations. In particular, free cash flow indicates the amount of cash available after capital expenditures, for among other things, investments in the Company's existing businesses, strategic acquisitions and repurchase of Teradata common stock. Free cash flow does not represent the residual cash flow available for discretionary expenditures since there may be other non-discretionary expenditures that are not deducted from the measure. This non-GAAP measure should not be considered a substitute for, or superior to, cash flows from operating activities under GAAP.

The table below shows net cash provided by operating activities and capital expenditures for the following periods:

In millions	Three Months Ended March 31,	
	2018	2017
Net cash provided by operating activities	\$ 184	\$ 248
Less:		
Expenditures for property and equipment	(26)	(16)
Additions to capitalized software	(2)	(2)
Free cash flow	<u>\$ 156</u>	<u>\$ 230</u>

Financing activities and certain other investing activities are not included in our calculation of free cash flow. There were no other investing activities in the first quarter of 2018 and 2017.

Teradata's financing activities for the three months ended March 31, 2018 primarily consisted of cash outflows for share repurchases and payments on the revolving credit facility and long-term debt. The prior period did not include payments on credit facility borrowings. At March 31, 2018, the Company had no outstanding borrowings on the revolving credit facility. The Company purchased approximately 2.1 million shares of its common stock at an average price per share of \$37.09 in the three months ended March 31, 2018, of which \$16 million was cash settled after March 31, 2018, and 1.4 million shares at an average price per share of \$31.21 in the three months ended March 31, 2017 under the two share repurchase programs that were authorized by our Board of Directors. The first program (the "dilution offset program"), allows the Company to repurchase Teradata common stock to the extent of cash received from the exercise of stock options and the Teradata Employee Stock Purchase Plan ("ESPP") to offset dilution from shares issued pursuant to these plans. As of March 31, 2018, under the Company's second share repurchase program (the "general share repurchase program"), the Company had \$446 million of authorization remaining to repurchase outstanding shares of Teradata common stock. Share repurchases made by the Company are reported on a trade date basis. Our share repurchase activity depends on factors such as our working capital needs, our cash requirements for capital investments, our stock price, and economic and market conditions.

Proceeds from the ESPP and the exercise of stock options, net of tax, were \$10 million for the three months ended March 31, 2018 and \$7 million for the three months ended March 31, 2017. These proceeds are included in other financing activities, net in the Condensed Consolidated Statements of Cash Flows (Unaudited).

Our total in cash and cash equivalents held outside the U.S. in various foreign subsidiaries was \$796 million as of March 31, 2018 and \$1,044 million as of December 31, 2017. The remaining balance held in the U.S. was \$143 million as of March 31, 2018 and \$45 million as of December 31, 2017. Prior to the enactment of the Tax Act, the Company either reinvested or intended to reinvest its earnings outside of the U.S. As a result of the Tax Act, the Company has changed its indefinite reinvestment assertion related to foreign earnings that have been taxed in the U.S. and now considers a majority of these earnings no longer indefinitely reinvested. During the first quarter of 2018, the Company repatriated \$300 million of its offshore cash and utilized \$240 million to pay down the credit facility and \$60 million for share repurchases that occurred during the quarter. The Company plans to repatriate an additional \$500 million of its offshore cash by the end of 2018, and intends to use repatriated funds to repurchase shares and retain the remainder for general corporate purposes. Effective January 1, 2018, the U.S. has moved to a territorial system of international taxation, and as such will not subject future foreign earnings to U.S. taxation upon repatriation in future years.

Management believes current cash, cash generated from operations and the \$400 million available under the Credit Facility will be sufficient to satisfy future working capital, research and development activities, capital expenditures, pension contributions, and other financing requirements for at least the next twelve months. The Company principally holds its cash and cash equivalents in bank deposits and highly-rated money market funds.

The Company's ability to generate positive cash flows from operations is dependent on general economic conditions, competitive pressures, and other business and risk factors described in the Company's 2017 Annual Report on Form 10-K (the "2017 Annual Report"), and elsewhere in this Quarterly Report. If the Company is unable to generate sufficient cash flows from operations, or otherwise to comply with the terms of the credit facility and term loan agreement, the Company may be required to seek additional financing alternatives.

Long-term Debt. Teradata's term loan is payable in quarterly installments, which commenced on March 31, 2016, with all remaining principal due in March 2020. The outstanding principal amount under the term loan agreement bears interest at a floating rate based upon a negotiated base rate or a Eurodollar rate plus a margin based on the leverage ratio of the Company. As of March 31, 2018, the term loan principal outstanding was \$525 million and carried an interest rate of 3.688%. Unamortized deferred issuance costs of approximately \$700 thousand are being amortized over the five-year term of the loan.

Teradata's Credit Facility has a borrowing capacity of \$400 million. The Credit Facility ends on March 25, 2020 at which point any remaining outstanding borrowings would be due for repayment unless extended by agreement of the parties for up to two additional one-year periods. The interest rate charged on borrowings pursuant to the Credit Facility can vary depending on the interest rate option the Company chooses to utilize and the Company's leverage ratio at the time of the borrowing. The Credit Facility is unsecured and contains certain representations and

warranties, conditions, affirmative, negative and financial covenants, and events of default customary for such facilities.

As of March 31, 2018, the Company had no borrowings outstanding under the Credit Facility, leaving \$400 million in additional borrowing capacity available. Unamortized deferred costs on the original credit facility and new lender fees of approximately \$700 thousand are being amortized over the five-year term of the credit facility. The Company was in compliance with all covenants as of March 31, 2018.

Contractual and Other Commercial Commitments. There has been no significant change in our contractual and other commercial commitments as described in the 2017 Annual Report. Our guarantees and product warranties are discussed in Note 9 of Notes to Condensed Consolidated Financial Statements (Unaudited).

Critical Accounting Policies and Estimates

Our financial statements are prepared in accordance with GAAP. In connection with the preparation of these financial statements, we are required to make assumptions, estimates and judgments that affect the reported amounts of assets, liabilities, revenues, expenses and the related disclosure of contingent liabilities. These assumptions, estimates and judgments are based on historical experience and assumptions that are believed to be reasonable at the time. However, because future events and their effects cannot be determined with certainty, the determination of estimates requires the exercise of judgment. Our critical accounting policies are those that require assumptions to be made about matters that are highly uncertain. Different estimates could have a material impact on our financial results. Judgments and uncertainties affecting the application of these policies and estimates may result in materially different amounts being reported under different conditions or circumstances. Our management periodically reviews these estimates and assumptions to ensure that our financial statements are presented fairly and are materially correct.

In many cases, the accounting treatment of a particular transaction is specifically dictated by GAAP and does not require significant management judgment in its application. There are also areas in which management's judgment in selecting among available alternatives would not produce a materially different result. The significant accounting policies and estimates that we believe are the most critical to aid in fully understanding and evaluating our reported financial results are discussed in the 2017 Annual Report. Teradata's senior management has reviewed these critical accounting policies and related disclosures and determined that there were no significant changes in our critical accounting policies in the three months ended March 31, 2018.

New Accounting Pronouncements

See discussion in Note 2 of Notes to Condensed Consolidated Financial Statements (Unaudited) for new accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

There have not been any material changes to the market risk factors previously disclosed in Part II, Item 7A of the Company's 2017 Annual Report on Form 10-K.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Teradata maintains a system of disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")) that are designed to provide reasonable assurance that information required to be disclosed in its reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including, as appropriate, the Chief Executive Officer and the Chief Financial Officer, to allow timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

Based on their evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of March 31, 2018 our disclosure controls and procedures were effective to provide reasonable assurance that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the last fiscal quarter ended March 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II—OTHER INFORMATION

Item 1. Legal Proceedings.

The information required by this item is included in the material under Note 9 of Notes to Condensed Consolidated Financial Statements (Unaudited) of this Quarterly Report on Form 10-Q and is incorporated herein by reference.

Item 1A. Risk Factors.

There have not been any material changes to the risk factors previously disclosed in Part I, Item 1A of the Company's Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Purchase of Company Common Stock

During the first quarter of 2018, the Company executed purchases of 2,052,137 shares of its common stock at an average price per share of \$37.09 under the two share repurchase programs that were authorized by our Board of Directors. The first program (the “dilution offset program”), allows the Company to repurchase Teradata common stock to the extent of cash received from the exercise of stock options and the Teradata Employee Stock Purchase Plan (“ESPP”) to offset dilution from shares issued pursuant to these plans. As of March 31, 2018, under the Company’s second share repurchase program (the “general share repurchase program”), the Company had \$446 million of authorization remaining to repurchase outstanding shares of Teradata common stock. Share repurchases made by the Company are reported on a trade date basis.

Section 16 officers occasionally sell vested shares of restricted stock to the Company at the current market price to cover their withholding taxes. For the three months ended March 31, 2018, the total of these purchases was 66,055 shares at an average price of \$36.33 per share.

The following table provides information relating to the Company’s share repurchase programs for the three months ended March 31, 2018 :

Month	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Dilution Offset Program	Total Number of Shares Purchased as Part of Publicly Announced General Share Repurchase Program	Maximum Dollar Value that May Yet Be Purchased Under the Dilution Offset Program	Maximum Dollar Value that May Yet Be Purchased Under the General Share Repurchase Program
January 2018	—	NA	—	—	\$ 18,737,060	\$ 190,109,377
February 2018	1,517,309	\$ 36.26	456,880	1,060,429	\$ 4,296,955	\$ 462,066,670
March 2018	534,828	\$ 39.44	134,828	400,000	\$ 8,696,662	\$ 446,329,050
First Quarter Total	<u>2,052,137</u>	\$ 37.09	<u>591,708</u>	<u>1,460,429</u>	\$ 8,696,662	\$ 446,329,050

Item 3. Defaults Upon Senior Securities.

None

Item 4. Mine Safety Disclosures.

None

Item 5. Other Information.

None

Item 6. Exhibits.

**Reference Number
per Item 601 of
Regulation S-K**

Description

2.1	Form of Separation and Distribution Agreement between Teradata Corporation and NCR Corporation (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K dated September 11, 2007 (SEC file number 001-33458)).
3.1	Amended and Restated Certificate of Incorporation of Teradata Corporation as amended and restated on September 24, 2007 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K dated September 25, 2007 (SEC file number 001-33458)).
3.2	Amended and Restated By-Laws of Teradata Corporation, as amended and restated on July 26, 2016 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K dated August 1, 2016).
4.1	Common Stock Certificate of Teradata Corporation (incorporated by reference to Exhibit 4.1 to the Quarterly Report on Form 10-Q dated November 13, 2007 (SEC file number 001-33458)).
10.1	Teradata Management Incentive Plan, as amended and restated on February 20, 2018 (incorporated by reference to Exhibit 10.3 to the Annual Report on Form 10-K dated February 23, 2018).
10.2	Amended offer letter from Teradata Corporation to Mark Culhane dated October 31, 2017 and February 20, 2018 (incorporated by reference to Exhibit 10.16 to the Annual Report on Form 10-K dated February 23, 2018).
10.3	Amended offer letter from Teradata Corporation to Eric Tom dated October 24, 2017 and February 20, 2018 (incorporated by reference to Exhibit 10.17 to the Annual Report on Form 10-K dated February 23, 2018).
10.4	Separation and General Release Agreement between Teradata Corporation and John Dinning dated March 23, 2018.
31.1	Certification pursuant to Rule 13a-14(a), dated May 8, 2018.
31.2	Certification pursuant to Rule 13a-14(a), dated May 8, 2018.
32	Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, dated May 8, 2018.
101	Interactive data files pursuant to Rule 405 of Regulation S-T: (i) the Condensed Consolidated Statements of Loss for the three month period ended March 31, 2018 and 2017, (ii) the Condensed Consolidated Statements of Comprehensive (Loss) Income for the three month period ended March 31, 2018 and 2017, (iii) the Condensed Consolidated Balance Sheets at March 31, 2018 and December 31, 2017, (iv) the Condensed Consolidated Statements of Cash Flows for the three month period ended March 31, 2018 and 2017 and (v) the notes to the Condensed Consolidated Financial Statements.

* Management contracts or compensatory plans, contracts or arrangements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TERADATA CORPORATION

Date: May 8, 2018

By: /s/ Mark A. Culhane

Mark A.Culhane
Executive Vice President and Chief Financial Officer

SEPARATION AND GENERAL RELEASE AGREEMENT

This Confidential Separation and General Release Agreement (hereinafter "Agreement") is agreed to by and between John Dinning ("Employee") and Teradata Corporation (hereinafter "Teradata" or "Company").

Employee's employment with Company terminates effective February 28, 2018 ("Termination Date"). In exchange for the separation benefits set forth in this Agreement, and subject to the terms and conditions outlined herein, Company and Employee acknowledge and agree to the terms of this Agreement.

Employee's consideration and acceptance of the terms and conditions of this Agreement is completely voluntary. In exchange for the good and valuable consideration described and in consideration of the promises and mutual agreements herein set forth, Employee and Company agree as follows:

1. Separation Benefits. The Company agrees to provide Employee with (a) the severance benefits provided under Section 4 of the Teradata Executive Severance Plan (the "Plan"), subject to the conditions of the Plan; and (b) the supplemental benefits set forth in a letter dated February 9, 2018 from Suzanne Zoumaras, Chief Human Resources Officer (the "Separation Letter"), a copy of which is attached to and made part of this Agreement (which benefits are referred to collectively as "Separation Benefits"). Employee acknowledges and agrees that these Separation Benefits constitute adequate legal consideration for the promises and representations made by Employee in this Agreement.

2. No Other Compensation or Benefits. Employee acknowledges that, except as expressly provided in this Agreement, Employee will not receive and is not entitled to any additional compensation, salary, bonuses, severance, or benefits after the Termination Date.

3. General Release.

3.1 Employee unconditionally, irrevocably and absolutely releases and discharges the Company, and its parent corporations, direct and indirect subsidiary corporations, division, affiliates, successors, predecessors, partnerships, individual partners, officers, directors, employees, shareholders, agents, attorneys, entities, insurers, affiliates, and assigns (collectively referred to as "Released Parties"), from all claims related in any way to the transactions or occurrences between them to date, to the fullest extent permitted by law, including, but not limited to, Employee's employment with the Company, the termination of Employee's employment, and all other losses, liabilities, claims, charges, demands and causes of action, known or "Unknown Claims" (as further defined below) arising directly or indirectly out of or in any way connected with Employee's employment with the Company. This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the federal Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act, the California Fair Employment & Housing Act, and all claims for attorneys' fees, costs and expenses; any claims or entitlements at common law under any Canadian jurisdiction, by contract, by statute including under the any provincial Employment Standards Act, for pay, for wages, salary, for vacation pay, overtime pay, bonuses, commissions, disability benefits, pension benefits, pension contributions, savings plan contributions, notice of termination, pay in lieu of such notice, expenses, profit sharing, stock options, and severance pay, which are included in the terms of settlement referred to above, and any provincial Human Rights Code, any provincial Workplace Safety & Insurance Board (WSIB) or otherwise, which Employee has ever had, now have or which Employee or his heirs, executors, administrators and assigns, or any of them hereinafter can, shall, or may have by reason of my employment with or termination of employment from Teradata and/or its affiliates. "Unknown Claims" means all claims that Employee does not know or suspect to exist in Employee's favor.

In granting the release herein, which includes Unknown Claims, Employee acknowledges that Employee has read, understands and expressly waives Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Employee expressly agrees to waive any rights or benefits conferred by Section 1542 and by any law of any state or territory of the United States or principal of common law pursuant to, or which is similar, comparable or equivalent to, Section 1542.

Without limiting the preceding paragraph, Employee understands this Agreement specifically releases and waives any claims of age discrimination, known or unknown, that he may have against the Released Parties as of the date he signs this Agreement. This Agreement specifically includes a waiver of rights and claims under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act. Employee acknowledges that as of the date he signs this Agreement he may have certain rights or claims under the ADEA and he voluntarily relinquishes such rights or claims by signing this Agreement.

3.2 Employee acknowledges that Employee may discover facts or law different from, or in addition to, the facts or law that Employee knows or believes to be true with respect to the claims released in this Agreement and agrees, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

3.3 Employee declares and represents that Employee intends this Agreement to be complete and not subject to any claim of mistake, and that the release herein expresses a full and complete release and Employee intends the release herein to be final and complete. Employee executes this release with the full knowledge that this release covers all possible claims against the Released Parties, fully permitted by law.

3.4 Employee expressly waives Employee's right to recovery of any type, including damages or reinstatement, in any administrative or court action, whether brought by Employee or on Employee's behalf, related in any way to the matters released herein.

3.5 Notwithstanding the foregoing, the following are not included in the general release: (a) any rights or claims for indemnification Employee may have pursuant to any written indemnification agreement of the Company to which Employee is a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; (b) any rights that are not waivable as a matter of law; or (c) any claims arising from the breach of this Agreement by the Company. Further, this Agreement does not prevent Employee from responding accurately and fully to any question, inquiry or request for information when required by legal process, or disclosing information to regulatory bodies. Nothing contained in this Agreement limits his ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). Nothing in this Agreement or any other Company agreement, policy, practice, procedure, directive or instruction prohibits Employee from reporting possible violations of federal, state or local laws or regulations to any Government Agency or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Employee does not need prior authorization of any kind to make any such reports or disclosures and he is not required to notify the Company if he makes such reports or disclosures. If Employee files any charge or complaint with any Government Agency, and if the Government Agency pursues any claim on his behalf, or if any other third party pursues any claim on his behalf, he waives any right to monetary or other individualized relief (either individually, or as part of any collective or class action) that arises out of alleged facts or circumstances on or before the effective date of this Agreement. Nothing in this Agreement limits any right he may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission or other Government Agency.

4. Non-Solicitation. Employee understands and agrees that information regarding Company's employees and customers is confidential and may constitute trade secrets. In his capacity as Executive Vice President and Chief Business Officer, Employee had access to and assisted in the development of the most confidential and proprietary information of Company, including but not limited to future plans for marketing, sales, employee and leadership development, succession planning, customer strategy, financial information, and other proprietary information which Company classified as trade secrets. In light of his knowledge and access to such information, and to protect this proprietary, confidential information and trade secrets, in exchange for good and valuable consideration received pursuant to this Agreement and the Plan, including, but not limited to, the Separation Benefits, for a period of one (1) year following the Termination Date, or until the Agreement terminates, whichever date occurs first, Employee agrees not to, directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage Teradata's relationship with any of its customers or prospective customers and employees. Employee acknowledges that his breach of the covenant contained in Section 4 would cause irreparable injury to the Company and agrees that in the event of any such breach Company shall be entitled to seek injunctive relief or other equitable remedies without the necessity of proving actual damages or posting any bond or other security.

5. Other Restrictive Covenants. Employee agrees to now and hereafter abide by the restrictive covenants under the Plan applicable to him as a California employee, including those set forth in the following provisions of the Plan: Section 7(a), Confidential and Trade Secret Information; Section 7(d), Non-Disparagement; Section 7(e), Return of Property; Section 7(f) Cooperation; and Section (g); Remedies, subject to the whistleblower protections set forth in Section 7(h) of the Plan. Company and Employee acknowledge and agree that full and complete compliance with all the provisions of these covenants and the non-solicitation covenant set forth in Section 4 of this Agreement, constitutes material consideration of this Agreement and breach of any provision of such provisions shall constitute a material breach of this Agreement.

6. Non-Disparagement. The Company agrees that the following individuals: Victor Lund, Oliver Ratzesberger, Laura Nyquist, Dan Harrington and Suzanne Zoumaras, will not disseminate or publish, or knowingly allow to be disseminated or published, any written, oral or electronically transmitted, statement that is, or could reasonably be considered to be, a disparaging statement about Employee, except if required by a validly issued subpoena from a court of competent jurisdiction.

7. No Admissions. By entering into this Agreement, Company and Released Parties make no admission they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

8. Older Workers' Benefit Protection Act. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. sec. 626(f). Employee is advised to consult with an attorney before executing this Agreement.

8.1 Acknowledgements/Time to Consider. Employee acknowledges and agrees he (a) has read and understands the terms of this Agreement; (b) has been advised in writing to consult with an attorney before executing this Agreement; (c) has obtained and considered such legal counsel as Employee deems necessary; (d) has been given twenty-one (21) calendar days to consider whether or not to enter into this Agreement (although Employee may elect not to use the full 21-day period at Employee's option); and (e) Employee signs this Agreement freely, knowingly, and voluntarily.

8.2 Revocation/Effective Date. This Agreement shall not become effective or enforceable until the eighth day after Employee signs this Agreement. Employee may revoke Employee's acceptance of this Agreement within seven (7) days after the date Employee signs it. Employee's revocation must be in writing and received by Suzanne Zoumaras, Chief Human Resources Officer, Teradata Corporation,

17095 Via Del Campo, San Diego, CA 92127, by 5:00 p.m. Pacific Time on the seventh day following the date of his signature to be effective. If Employee does not revoke acceptance within the seven (7) day period, Employee's acceptance of this Agreement shall become binding and enforceable on the eighth day ("Effective Date").

8.3 Preserved Rights of Employee. This Agreement does not waive or release any rights or claims that Employee may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement. In addition, this Agreement does not prohibit Employee from challenging the validity of this Agreement's waiver and release of claims under the Age Discrimination in Employment Act of 1967, as amended.

9. Representation of Employee. Employee represents that, as of the date of this Agreement, Employee has not filed any lawsuits, charges, complaints, petitions, claims or other accusatory pleadings against Teradata or any of the other Released Parties in any court or with any governmental agency. Employee further agrees that, to the fullest extent permitted by law, Employee will not prosecute, nor allow to be prosecuted on Employee's behalf, in any administrative agency, whether state or federal, or in any court, whether state or federal, any claim or demand of any type related to the matters released in this Agreement. Employee has not assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

10. Representation of Company. The Company represents that, as of the date of this Agreement, the Company is not aware of any facts, grievances, complaints, charges, lawsuits, claims or other accusatory pleadings the Company has against Employee related to Employee's employment with the Company. Unless the Company becomes aware of complaints, charges or claims following the date of this Agreement, the Company does not have any cause of action against the Employee.

11. General Provisions.

11.1. Successors and Assigns. The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. Employee shall not be entitled to assign any of his rights or obligations under this Agreement, which the parties agree are personal to Employee.

11.2. Waiver. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each other provision of this Agreement.

11.3. Attorneys' Fees. Each side shall bear its own attorneys' fees regarding any dispute or claim relating to or arising out of this Agreement unless otherwise required by law.

11.4. Termination of Agreement. Company shall have the right to terminate this Agreement at any time if Employee breaches any of Employee's obligations under this or any other agreement Employee has with Company. Company agrees that in the event of a breach of the Agreement, prior to terminating the Agreement, the Company shall provide written notice of said breach to Employee via email at jdinning@gmail.com stating that the Employee has seven (7) calendar days from the date notice is sent to cure the breach. Should the Employee fail to timely cure the breach during the cure period, the Company shall have the right to terminate the Agreement.

11.5. Interpretation Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

11.6. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by certified or registered mail, return receipt requested, upon verification of receipt, or (d) by email, however, receipt by Human Resources shall be required to confirm receipt. Notice shall be sent to the San Diego offices of the Company, or such other address as either party may specify in writing.

11.7. Severability. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected thereby.

12. Applicable Law. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the State of California.

13. Entire Agreement; Modification. This Agreement, including the Separation Letter incorporated by reference, is intended to be the entire agreement between the Parties and supersedes and cancels any and all other prior agreements, written or oral, between the Parties regarding this subject matter. Only a written instrument executed by all parties hereto may amend this Agreement. Each term of this Agreement is contractual and not merely a recital. Each party to this Agreement has made such investigation of the facts pertaining to this settlement and release, and all the matters pertaining to this Agreement, as he/it deems necessary. To the extent any terms or provisions of the Agreement conflict or are inconsistent with the agreements or provisions incorporated in this Agreement, the Agreement shall control. Employee is aware that he may hereafter discover claims or facts in addition to or different from those Employee now knows or believes to be true with respect to the matters related herein. Nevertheless, it is Employee's intention to fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed regarding his employment by Teradata. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases of all such

matters notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

14. Acceptance/Signature. Employee acknowledges and agrees he has read and understands the terms of this Agreement, he has been given twenty-one (21) calendar days to consider the terms of the Agreement and he has signed this Agreement freely, knowingly and voluntarily.

15. Independent Legal Counsel. Each party to this Agreement has had the opportunity to seek independent legal advice from his/its attorney(s) with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code sec 1542.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH PROVISION CONTAINED HEREIN.

THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Teradata Corporation, a Delaware Corporation

Dated: March 23, 2018 By: /s/ Suzanne Zoumaras
Suzanne Zoumaras
Chief Human Resources Officer

Accepted and Agreed to:

Dated: March 23, 2018 By: /s/ John Dinning
John Dinning

SEPARATION LETTER

Personal and Confidential

February 9, 2018

Mr. John Dinning

Dear John:

As a participant in the Teradata Executive Severance Plan (Plan) and based on your projected last date of employment of February 28, 2018, you will be entitled to the following severance benefits under the Plan:

- Salary and target bonus continuation for 12 months;
- A pro-rated annual cash incentive bonus for the year of termination, payable following the determination of the actual Teradata performance for fiscal year 2018 and on the same schedule as these bonuses are paid to other eligible participants;
- Eligibility under COBRA for the continuation of your medical, dental and/or vision benefits, with Teradata contributing the current portion of the premiums currently paid for each benefit for up to twelve (12) months. You must apply for COBRA benefits, Teradata cannot do so on your behalf; and
- Outplacement services as provided in the Plan.

In addition, as hereby agreed between you and Teradata and in connection with the termination of your employment, you shall receive the supplemental severance benefits set out below, provided you agree by signing this letter and conditioned upon your timely execution and non-revocation of a release of claims on a form provided by Teradata. It shall be explicitly noted that, notwithstanding anything in the Plan to the contrary, the restricted share units and performance-based restricted share units granted to you on November 27, 2017 will be terminated and shall not vest.

- All of your outstanding stock options will vest as of February 28, 2018, and will be exercisable until the earlier of 59 days

after such date or the expiration of the applicable option;

- All of your outstanding time-based restricted share units (other than the restricted share units granted to you on November 27, 2017) will vest in full (without pro-ration) as of February 28, 2018; and
- All of your outstanding performance-based restricted share units (other than the performance-based restricted share units granted to you on November 27, 2017) that are earned based on actual Company performance for the entire performance period will vest in full (without pro-ration), effective as of the date that Company performance is certified for the applicable performance period.

You are subject to Section 409A of the Internal Revenue Code regulations as a “specified highly compensated” employee at Teradata, and as a result, in order to avoid negative tax consequences to you, Teradata is required to impose a six-month waiting period on certain payments and benefits provided in connection with the termination of your employment. In particular, in order to comply with Section 409A of the Internal Revenue Code: (i) the first six months of your salary and target bonus continuation payments will be held back and paid to you in a lump sum on or shortly after the end of the six-month period, which is August 29, 2018, and the remaining salary and target bonus continuation payments will be made in installment payments over the remainder of the 12-month period; (ii) your restricted share units that vest hereunder, other than performance-based awards for ongoing performance periods, will be distributed to your Fidelity account on or shortly after August 29, 2018; and (iii) your performance-based restricted share units that vest hereunder for ongoing performance periods will be distributed to your Fidelity account after the end of the applicable performance period.

Your right to receive any severance benefits under the Plan is subject to all of the terms and conditions of the Plan, and the description of Plan benefits above is a summary and does not modify the terms of the Plan other than as specifically set forth in this letter with respect to the vesting treatment of your outstanding equity awards.

Finally, to ensure a smooth transition of your responsibilities, by signing this letter you agree to be available and responsive through June 2018 to occasional and reasonable inquiries from the Company on matters related to your employment and job responsibilities. It is anticipated that this will be an occasional email or phone conversation on matters that you may provide insight or information based on your duties while employed by Teradata.

John, should you have any questions, please don’t hesitate to contact me or Jim Huelsman, VP, Compensation.

Sincerely,

/s/ Suzanne Zoumaras

Suzanne Zoumaras
EVP and Chief Human Resources Officer

Accepted and acknowledged by:

<u>/s/ John Dinning</u>	<u>02/28/2018</u>
John Dinning	Date

/s/ JD

Employee Initials
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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECURITIES
EXCHANGE ACT RULE 13a-14**

I, Victor L. Lund, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Teradata Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2018

/s/ Victor L. Lund

Victor L. Lund

President and Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECURITIES
EXCHANGE ACT RULE 13a-14**

I, Mark A. Culhane, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Teradata Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2018

/s/ Mark A. Culhane

Mark A. Culhane

Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Teradata Corporation, a Delaware corporation (the “Company”), on Form 10-Q for the period ended March 31, 2018 as filed with the U.S. Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned officers of the Company does hereby certify, pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002), that:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

The foregoing certification (i) is given to such officers’ knowledge, based upon such officers’ investigation as such officers reasonably deem appropriate; and (ii) is being furnished solely pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002) and is not being filed as part of the Report or as a separate disclosure document.

Date: May 8, 2018

/s/ Victor L. Lund

Victor L. Lund

President and Chief Executive Officer

Date: May 8, 2018

/s/ Mark A. Culhane

Mark A. Culhane

Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signatures that appear in typed form within the electronic version of this written statement required by Section 906, has been provided to Teradata Corporation and will be retained by Teradata Corporation and furnished to the United States Securities and Exchange Commission or its staff upon request.