



BETA CLOUD TEST AGREEMENT

BY CLICKING "I ACCEPT", YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS BETA CLOUD TEST AGREEMENT ("THE AGREEMENT") GOVERNING YOUR USE OF THE INFORMATICA BETA CLOUD SERVICE. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BOTH USE THE BETA CLOUD SERVICE AND TO BIND THE CUSTOMER TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT SELECT THE ACCEPTANCE CHECK BOX AND THEREFORE YOU MAY NOT USE THE BETA CLOUD SERVICE.

Informatica refers to Informatica LLC, a Delaware limited liability company located at 2100 Seaport Blvd., Redwood City, CA 94063, and its subsidiaries and affiliates, the owner and provider of the Beta Cloud Service.

1. Beta Cloud Service Subscription. Subject to the terms and conditions hereof, Informatica grants to Customer, for the Beta Test Period identified [where?], a limited non-exclusive, non-transferable, revocable worldwide right to authorize individuals solely within the Customer organization ("Users") to access or exchange data via the Beta Cloud service solely for the purpose of Customer's internal evaluation of the Beta Cloud Service and not for general commercial use. Customer shall not use the Beta Cloud Service for the processing of any live or production data.

2. Customer Data in the Beta Cloud Service. The Beta Cloud Service may use third-party data centers. Informatica to the best of its knowledge complies with all United States laws applicable to Informatica as provider of the Beta Cloud Service. Informatica reserves the right to hire other companies to provide services on its behalf in connection with its provision of the Beta Cloud Service. Informatica reserves the right to transfer information or material that Customer and its Users process or submit to the Beta Cloud Service in the course of using the Beta Cloud Service ("Customer Data") to the U.S. and other countries for processing in connection with its provision of the Beta Cloud Service. Customer is solely responsible for ensuring that provision of Customer Data to Informatica for processing via the Beta Cloud Service is in compliance with all applicable laws. Customer shall not process or submit to the Beta Cloud Service any Customer Data with personally identifiable information including "protected health information,"

as defined under the Health Insurance Portability and Accountability Act, Sensitive Personal Data as defined under the EU Directive 95/46/EC as enacted in the member states of the European Union, of payment card information subject to the Payment Card Industry Data Security Standard.

3. License Grant. The Beta Cloud Service may include a limited-use subscription to software for use on the customer's system ("Software"). Subject to the terms and conditions hereof, Informatica grants to Customer, for the Beta Test Period identified below, a limited non-exclusive, non-transferable, revocable license to use such Software in object code format solely for the purpose of Customer's internal evaluation of the Beta Cloud Service and not for general commercial use. Customer shall not use the Software for the processing of any live or production data. References in this Agreement to the Beta Cloud Service include the Software.

4. No Services. Informatica shall be under no obligation to provide Customer with any services except as explicitly set forth herein.

5. Termination. The subscription and license granted hereunder terminate on expiration of the Beta Test Period. Additionally, either party may terminate this Agreement upon written notice to the other party at any time. Upon termination, the subscription to the Beta Cloud Service and Software license will terminate and Customer's access to the Beta Cloud Service and right to use the Software will cease. Within five days after termination, Customer will (i) return to Informatica the Software and all copies thereof in the form provided by Informatica or (ii) upon request by Informatica destroy the Software and all copies thereof and certify in writing that it has been destroyed. Sections 2 and 4 through 13 shall survive termination of this Agreement.

6. Proprietary Rights; Restrictions; Confidentiality. Customer acknowledges that the Beta Cloud Service contains confidential information and trade secrets of Informatica and its licensors. Customer will not: copy (except as strictly necessary to use the Beta Cloud Service in accordance with the terms of section 1 hereof), distribute, sell, sublicense or otherwise transfer or make available the Beta Cloud Service or any portion thereof to any third party; remove from view any copyright legend, trademark or confidentiality notice appearing on the Beta Cloud Service or its output; modify, adapt, translate, reverse engineer, decompile or derive the source code for the

Beta Cloud Service, or authorize a third party to do any of the foregoing. Customer will reproduce all of Informatica's and its licensors' copyright notices and any other proprietary rights notices on all copies of the Beta Cloud Service that Customer makes hereunder.

Under no circumstances may the Beta Cloud Service be used for any illegal or illicit purpose in any geography where the Beta Cloud Service is used. Customer shall: (i) protect the secrecy of Customer's authorized user IDs and passwords; (ii) notify Informatica immediately of any unauthorized use of any user ID or password or any other known or suspected breach of security; and (iii) report to Informatica immediately and use reasonable efforts to stop any copying or distribution of content not authorized by Informatica that is known or suspected by Customer or its Users. Customer will not: (i) use the Beta Cloud Service in violation of applicable Laws; (ii) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights in connection with the Beta Cloud Service; (iii) send or store malicious code in connection with the Beta Cloud Service; (iv) damage, disable, overburden, impair, interfere with or disrupt the Beta Cloud Service; (v) attempt to gain unauthorized access to any systems or networks that connect thereto or otherwise interfere with the operation of the Beta Cloud Service or in any way with the use or enjoyment of the Beta Cloud Service by others; (vi) allow more than one individual to use a User account; (vii) make the Beta Cloud Service available to any third party (via a services arrangement, service bureau, lease, sale, resale, or otherwise); and, (viii) exceed any applicable bandwidth limit or storage capacity limit. Customer shall fully indemnify and defend Informatica, its agents, officers, directors, and employees against any and all fees, fines, costs, liens, judgments and expenses that any such person(s) may incur as a result of any potential or actual violation of this provision.

Customer will not use the Beta Cloud Service or any documentation provided therewith for any purpose other than Customer's internal evaluation and the provision of feedback to Informatica, and not to disclose to any third party without the prior written approval of Informatica, the Beta Cloud Service, its features, feedback (as defined in Section 11), related technical information identified as confidential or the results of any performance or functional evaluation or test of the Beta Cloud Service (the "Confidential Information"). Customer will use no less than all reasonable efforts to protect the Confidential Information from unauthorized use or disclosure. Customer may disclose Confidential Information only to those of its employees who have a bona fide need to know such information for Customer's evaluation of the Beta Cloud Service and who have first executed a written agreement that contains use and nondisclosure restrictions at least as protective as

those set forth herein. Customer will immediately report any violation of this provision to Informatica and shall employ all reasonable means to mitigate any damages or losses that Informatica may incur as a result of any such violation. Customer's rights in the Beta Cloud Service will be limited to those expressly granted in Sections 1 and 2. Informatica and its licensors reserve all rights and licenses in and to the Beta Cloud Service not expressly granted to Customer hereunder.

7. Delivery and Installation. Informatica will provide the Software, if any, via electronic delivery. Customer will be responsible for installing the Software. Informatica may provide reasonable assistance in connection with such installation.

8. Warranty. THE BETA CLOUD SERVICE IS PROVIDED "AS-IS." INFORMATICA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE.

9. Acknowledgment of Beta. Customer acknowledges and agrees that: (a) the Beta Cloud Service is not an official product and has not been commercially released for sale by Informatica; (b) the Beta Cloud Service may not operate properly, be in final form or fully functional; (c) the Beta Cloud Service may contain errors, design flaws or other problems; (d) it may not be possible to make the Beta Cloud Service fully functional; (e) the information obtained using the Beta Cloud Service may not be accurate and may not accurately correspond to information extracted from any database or other source; (f) use of the Beta Cloud Service may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (g) Informatica is under no obligation to release a commercial version of the Beta Cloud Service; and (h) Informatica has the right unilaterally to abandon development of the Beta Cloud Service, at any time and without any obligation or liability to Customer. Customer acknowledges and agrees that it should not rely on the Beta Cloud Service for any reason. Customer is solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Beta Cloud Service. Customer will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Customer's use of the Beta Cloud Service.

10. Limitation of Liability. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF INFORMATICA AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE BETA CLOUD SERVICE, OR FOR ANY ERROR OR DEFECT IN THE

BETA CLOUD SERVICE, OR FOR THE PROVISION OF TECHNICAL SUPPORT INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED ANY FEES PAID TO INFORMATICA HEREUNDER. IN NO EVENT WILL INFORMATICA OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

The limitations of liability set forth in this Agreement reflect the allocation of risk negotiated and agreed to by the Parties. The Parties would not enter into this Agreement without these limitations on its liability. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

11. Feedback. Customer may provide reasonable feedback to Informatica concerning the features and functionality of the Beta Cloud Service. If Customer provides feedback to Informatica, Customer grants Informatica an unlimited, worldwide, royalty-free license to use all such feedback for any purpose. Customer will not earn or acquire any rights or licenses in the Beta Cloud Service, in any future commercial version thereof, or in any Informatica products or services or intellectual property rights on account of this Agreement or Customer's performance under this Agreement, even if Informatica incorporates any feedback into the Beta Cloud Service.

12. Audit. Informatica may, at any time during the term of this Agreement, upon reasonable written notice and during Customer's normal business hours, audit Customer's use of the Beta Cloud Service, as reasonably necessary to confirm that Customer is using the Beta Cloud Service in accordance with the terms and conditions of this Agreement. Informatica may use a third-party organization reasonably acceptable to Customer to assist Informatica in conducting such an audit. Customer will cooperate with Informatica in such audit and will promptly make

available to Informatica all information and materials reasonably required by Informatica to conduct such an audit.

13. General. Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Informatica's prior written consent, and any attempted assignment without such consent will be null and of no effect. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications and understandings with respect to the evaluation of the Beta Cloud Service and shall be construed in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law). The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission or by overnight delivery service and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section.