

INFORMATICA CLOUD SERVICES EVALUATION AGREEMENT

Time Period: 30 days
Informatica Commercially Available Products to be Evaluated: The cloud service identified on the Order
Informatica Pre-Release Products to be Evaluated: None
Other: Not applicable

BY EXECUTING AN ORDER FORM OR ONLINE ENROLLMENT FORM THAT INCORPORATES THESE TERMS OR BY CLICKING THE ACCEPTANCE CHECK BOX DISPLAYED AS PART OF THE ENROLLMENT PROCESS (COLLECTIVELY, THE "ORDER"), YOU AGREE TO THE FOLLOWING TERMS. THESE TERMS AND THE ORDER(S) (COLLECTIVELY THE "AGREEMENT") GOVERN YOUR EVALUATION USE OF INFORMATICA PRODUCTS. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BOTH USE THE PRODUCTS AND TO BIND THAT LEGAL ENTITY TO THE AGREEMENT. THE TERMS "CUSTOMER," "YOU" AND "YOUR" INCLUDE YOU AND THAT LEGAL ENTITY. Informatica refers to Informatica, LLC 2100 Seaport Blvd., Redwood City, CA 94063 or the Informatica entity on the Order (collectively "Informatica"), the owner and provider of the Products.

1. **Informatica Products.** The Informatica Products made available for evaluation may be Software or Cloud Services. *Software* means Informatica-branded computer programs Customer may install on equipment owned or operated by Customer or a third party on Customer's behalf. *Cloud Services* means Informatica-branded offerings made available to Customer on demand via the Internet from equipment owned or operated by or for Informatica, including Software hosted by or for Informatica for access by Customer and the environment in which Informatica hosts the Software.

2. **Scope:** Subject to the terms of the Agreement, Customer has the rights to access and use the Informatica Products identified as commercially available above solely for evaluation purposes, and to access and use Informatica Products identified as pre-release above (the "Beta Products") solely for evaluation that comprises testing and providing feedback to Informatica. Customer may not, without Informatica's prior written consent (i) use the Informatica Products for a longer duration or other purpose, including any commercial or business function; (ii) use any live or regulated data unless authorized in writing by Informatica; or (iii) install any software in the hosted environment without Informatica's prior written consent.

- a) **Software.** For Software, Informatica grants to Customer, for the Time Period a non-exclusive non-transferable revocable license to install and use one (1) instance of the Software identified in the Form in object code format solely and exclusively for the purpose of Customer's evaluation of the Software.
- b) **Cloud Services.** For Cloud Services, Informatica grants to Customer, for the Time Period, a non-exclusive non-transferable revocable right to authorize individuals ("Users") to access and process data with the applicable Cloud Services solely and exclusively for the purpose of Customer's evaluation of the Cloud Services.

3. **Customer Data.** If this Agreement specifically authorizes processing of live or regulated data with Cloud Services, then Customer and its Users must comply with industry standard security practices with respect to storage and transmission of data and with all applicable laws including but not limited to export laws and privacy laws, including providing necessary notices and obtaining necessary consents with respect to any data, information, and material to be processed with the Cloud Services ("Customer Data"). Customer is responsible for the quality and legality of Customer Data, and for backing up Customer Data. Customer must not use the Cloud Services to store or process any classified information or other information that requires a system that has been issued a FedRAMP ATO. If this Agreement does not specifically authorize processing of live or regulated data, then Customer will access the Cloud Services only to process test data, which will not include live or regulated data. Informatica follows the Informatica Privacy Policy available at <https://www.informatica.com/privacy-policy.html>. Based on Informatica's reasonable diligence, Informatica complies with all laws applicable to it as the provider of the Cloud Services. Informatica processes Customer Data via the Cloud Services on behalf of Customer only and in accordance with the terms of this Agreement and any reasonable instructions that Customer might give Informatica from time to time. Informatica will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as described in the Cloud and Support Security Exhibit available here: <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-security-addendum.pdf>. Those safeguards will include measures for preventing access, use, modification and disclosure of Customer Data except (a) to provide the Cloud Services and prevent or address service or technical problems, (b) as compelled by law or (c) as Customer may expressly permit in writing. Where Customer's use of the Cloud Services includes the processing of personal data by Informatica, the terms of the data processing agreement at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-data-processing-agreement.pdf> apply.

4. **No Future Obligation.** Neither party shall have any future obligation with respect to any further license or access to the Informatica Products or any other Informatica product.

5. **Termination.** The licenses granted hereunder will terminate on expiration of the Time Period, which is thirty (30) days unless a different period is specified. Either party may terminate this Agreement upon written notice to the other at any time. Sections 3 through 10 shall survive termination of this Agreement.



6. Proprietary Rights. Informatica Products, and all Informatica intellectual property therein and any derivatives thereof are the property of Informatica. Customer will not copy, distribute, sell, sublicense or otherwise transfer, or allow access to, the Informatica Products to any third party except for contractors performing work for Customer's evaluation under a written agreement consistent with the Agreement. Customer will not remove from view any copyright legend, trademark or confidentiality notice appearing on the Informatica Products or Informatica Products output, or adapt, translate, reverse engineer, decompile or otherwise derive the source code for the Informatica Products. The Informatica Products and their features and functionality are the confidential information of Informatica, and Customer agrees not to disclose the Informatica Products, functionality or features or the results of any performance or functional evaluation, benchmarking or test(s) of the Informatica Products to any third party without the prior express written approval of Informatica.

7. Customer Obligations. Customer must: protect the secrecy of authorized user IDs and passwords, notify Informatica immediately of any known or suspected breach of security or intellectual property rights, and ensure that its Users, and others accessing or using Informatica Products on Customer's behalf comply with the Agreement. Customer will not, in connection with Informatica Products (i) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material or malicious code; (ii) damage, disable, overburden, impair, interfere with or disrupt the Cloud Services; (iii) attempt to gain unauthorized access to any systems or networks that connect thereto or otherwise interfere with the operation of the Cloud Services or in any way with the use or enjoyment of the Cloud Services by others; or (v) permit more Users to access or process data via the Cloud Services than are permitted in this Agreement. Customer will indemnify and defend Informatica and Informatica's agents, officers, directors, and employees against any and all fees, fines, costs, liens, judgments and expenses arising from or relating to Customer's violation of this Agreement.

8. Warranty and Limitation of Liability. Informatica warrants that it has full power and authority to license or grant access to the Informatica Products to Customer as applicable. THE INFORMATICA PRODUCTS AND ANY SERVICE PROVIDED HEREUNDER ARE OTHERWISE PROVIDED "AS-IS", WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF INFORMATICA AND ITS LICENSORS TO CUSTOMER ARISING FROM THIS AGREEMENT, OR ANY INFORMATICA PRODUCTS OR SERVICES PERFORMED 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 THAT MAY BE PAID TO INFORMATICA HEREUNDER AND IF NO FEES ARE PAID THEN INFORMATICA'S LIABILITY IS LIMITED TO ONE THOUSAND DOLLARS (\$1,000.00 USD) OR THE EQUIVALENT

AMOUNT IN LOCAL CURRENCY. IN NO EVENT WILL INFORMATICA OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

9. Feedback. If Customer provides feedback to Informatica, Customer grants Informatica a worldwide, perpetual, irrevocable nonexclusive, fully paid up and royalty free license under Customer's intellectual property rights to use and incorporate any feedback into any Software or Cloud Services.

10. General. Within five (5) days of the completion of any evaluation or test, Customer will conduct a comprehensive debrief with Informatica, including a full assessment of the Informatica Products and the status of any pending or contemplated license transaction. Beta Products are not commercially released, and Informatica may not commercially release those Products or any specific functionality in those Products, and any version of a Beta Product that is commercially released may not be similar to, or compatible with, the version of the Beta Product licensed under this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the evaluation of the Informatica Products and shall be construed in accordance with the laws of the State of California. Customer may assign this agreement with Informatica's prior written consent. Jurisdiction and venue shall be in the Superior Court for San Mateo County, California. A party's waiver or failure to exercise a right in this Agreement does not waive any other right under this Agreement. If a provision is determined to be invalid, illegal or unenforceable, the other provisions of this Agreement remain in full force and effect.

11. FedRAMP Cloud Services. The products identified as IICS for FedRAMP Evaluation Cloud Services above are subscription-based Cloud Services that have in process status under the Federal Risk Assessment and Management Program (FedRAMP) at the FedRAMP Moderate impact level. Customer acknowledges that the Cloud Services have not received a FedRAMP Authority to Operate ("ATO"). After a FedRAMP ATO has been issued, Informatica may offer Customer the option to migrate Customer Data from the IICS for FedRAMP Evaluation Cloud Services to Cloud Services that have received the FedRAMP ATO ("FedRAMP Authorized Cloud Services"). Such migration must: (i) use standard import and export functionality provided by Informatica; (ii) migrate Customer Data between IICS for FedRAMP Evaluation Cloud Services and FedRAMP Authorized Cloud Services of the same version; and (iii) migrate only asset types listed in the published product documentation for the IICS for FedRAMP Evaluation Cloud Services. Informatica professional services may be available for an additional charge to assist the migration subject to the restrictions above and the terms of a separate agreement.