



## CLLOUD EVALUATION AGREEMENT

BY EXECUTING ANY EXHIBIT A OR OTHER ORDER FORM THAT INCORPORATES THE TERMS OF THIS INFORMATICA CLOUD EVALUATION AGREEMENT BY REFERENCE OR BY COMPLETING ANY ONLINE ENROLLMENT FORM OR CLICKING THE ACCEPTANCE CHECK BOX DISPLAYED AS PART OF THE ENROLLMENT PROCESS (COLLECTIVELY, THE "ORDER"), YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS. THESE TERMS TOGETHER WITH THE ORDER(S) SHALL BE KNOWN AS THE "AGREEMENT." THIS AGREEMENT GOVERNS YOUR EVALUATION USE OF INFORMATICA CLOUD SERVICE(S) ("CLOUD SERVICE"). BY ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY ("CUSTOMER" OR "YOU"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BOTH USE THE PRODUCTS AND TO BIND THAT LEGAL ENTITY TO THESE TERMS, AND THE TERMS "CUSTOMER," "YOU" OR "YOUR" INCLUDE YOU AND THAT LEGAL ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT USE THE CLOUD SERVICE. Informatica refers to Informatica, LLC 2100 Seaport Blvd., Redwood City, CA 94063, and its affiliates, the owner and provider of the Cloud Service.

1. Evaluation Cloud Service Subscription. Subject to the terms and conditions of this Agreement, Informatica grants to Customer, for the period specified in the Order or, if not specified, then thirty (30) days (the "Evaluation Period"), a non-exclusive non-transferable, revocable worldwide right to authorize individuals solely within the Customer organization ("Users") to access or exchange data via the Cloud Service identified in the Order solely and exclusively for the purpose of Customer's evaluation of the Cloud Service. Customer may not use the Cloud Service to process live or regulated data or perform any other commercial or business function.

2. Customer Data in the Cloud Service. The Cloud Service may use third-party services and data centers. Informatica to the best of its knowledge complies with all United States laws applicable to Informatica as provider of the Cloud Service. Informatica reserves the right to hire other companies to provide services on its behalf in connection with its provision of the Cloud Service. Informatica reserves the right to transfer information or material that Customer and its Users process or submit to the Cloud Service in the course of using the Cloud Service ("Customer Data") to the U.S. and other countries for processing in connection with its provision of the Cloud Service. Customer is solely responsible for ensuring that provision of Customer Data to Informatica for processing via the Cloud Service is in compliance with all applicable laws.

Cloud Services will automatically collect information about the operation, organization, and use of the Cloud Service, possibly including the user ID, password, IP address and Metadata as described in the Cloud and Support Security Exhibit at: [https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-](https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-security-addendum.pdf)

[security-addendum.pdf](https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-security-addendum.pdf). Such information will be used to improve Informatica products and services, and customer experience, including facilitation of support services and usage suggestions. See our privacy policy available at <http://www.informatica.com/privacy-policy.html> for a more complete list of the information processed, the purposes for which it is processed, and how it is maintained.

3. License Grant. The Cloud Service may include a limited-use subscription to software for use on the customer's system ("Software"). Subject to the terms of the Agreement, Informatica grants to Customer, for the Evaluation Period, 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 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 Cloud Service include the Software.

4. No Fees or Services. Informatica shall not be entitled to any fees for Customer's use of the Cloud Service under this Agreement unless otherwise specified and agreed upon in writing and Informatica shall be under no obligation to provide Customer with any services unless otherwise specified in the Agreement. Neither party shall have any obligation with respect to any further subscription to the Cloud Service or any other Informatica product or service.

5. Termination. The subscription and license granted hereunder will terminate on expiration of the Evaluation Period. Customer may terminate this Agreement upon written notice to Informatica at any time. Informatica may terminate this Agreement without prior notice if Customer breaches this agreement or at the convenience of Informatica. Within five days after termination, Customer must de-install the Software and (i) return to Informatica the Software or (ii) upon request by Informatica destroy the Software and certify in writing that it has been destroyed. Sections which by their nature survive termination of this Agreement do so survive.

6. Proprietary Rights; Confidentiality. Customer recognizes and agrees that the Cloud Service and all Informatica intellectual property and any derivative thereof are the property of Informatica and that title and full ownership rights in the Cloud Service is reserved to and remains with Informatica and no rights other than those expressly granted herein are transferred by this Agreement. Customer agrees not to copy, distribute, sell, sublicense or otherwise transfer the Software or any portion thereof or allow access to the Software or to the Cloud Service to any third party except as may be necessary for Customer's evaluation and then only under a written agreement consistent with, and at least as protective of Informatica's intellectual property as, this Agreement. Customer shall be responsible for breach perpetrated by any such third party. Customer further agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Cloud Service or Cloud Service output, or adapt, translate, reverse engineer, decompile or otherwise derive the source code for the Cloud Service or Software. The Cloud Service and Software and their features and functionality are the confidential information of Informatica, and Customer agrees not to disclose the Cloud Service or Software functionality or features or the results of any performance or functional evaluation, benchmarking or test(s) of the Cloud Service or

Software to any third party without the prior express written approval of Informatica. Informatica shall not take possession of any Customer data or information during the Evaluation Period.

5. Warranty and Limitation of Liability. Informatica warrants that it has full power and authority to provide the Cloud Service to Customer. THE CLOUD SERVICE AND ANY OTHER 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 OR ANY THIRD PARTY ARISING FROM THIS AGREEMENT, AND/OR THE PROVISION OF ANY SOFTWARE 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 DAMAGES IN ALL CONTEXT IS LIMITED TO ONE THOUSAND DOLLARS ( \$1,000.00 USD). 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, 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.THESE LIMITATIONS OF LIABILITY REFLECT A NEGOTIATED ALLOCATION OF RISK AND THE PARTIES WOULD NOT ENTER IN TO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

6. Personal Data. Without affecting any prohibition on processing live or regulated data or any other limitation on use of the Cloud Service in the Agreement, to the extent the Cloud Service 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> shall apply to such processing, and are hereby incorporated by reference.

7. 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, which shall not be unreasonably withheld. Within five (5) days of the completion of any proof of concept or other such evaluation, Customer shall conduct a comprehensive debrief with Informatica which shall include a full and complete assessment of the Cloud Service and the status of any pending or contemplated subscription transaction. This Agreement constitutes the entire agreement between the parties with respect to the evaluation of the Cloud Service and shall be construed in accordance with the laws of the State of California. Jurisdiction and venue shall be in the Circuit Court for San Mateo County, California. The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.