



## INFORMATICA LICENSE AND SERVICES AGREEMENT

BY EXECUTING AN ORDER OR SOW THAT INCORPORATES THE TERMS OF THIS INFORMATICA LICENSE AND SERVICES AGREEMENT ("ILSA") BY REFERENCE OR BY COMPLETING ANY ONLINE ENROLLMENT FORM OR CLICKING THE ACCEPTANCE CHECK BOX DISPLAYED AS PART OF AN ENROLLMENT PROCESS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS. BY ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THE AGREEMENT. "INFORMATICA" REFERS TO THE INFORMATICA LEGAL ENTITY SET FORTH ON YOUR ORDER OR SOW. ALL HEADINGS ARE FOR EASE OF REFERENCE AND ARE FOR CONVENIENCE ONLY, AND DO NOT AFFECT INTERPRETATION.

### 1. SCOPE OF USE

#### Definitions:

**Cloud Services** means Informatica-branded offerings made available to Customer on demand via the Internet from equipment owned or operated by or for Informatica.

**Customer** refers to the party identified in the signature block or its Affiliates. Customer may also be referred to as "You" or "Your."

**Informatica** refers to the Informatica legal entity entering into the ILSA or its Affiliate, who may also be referred to as "We," "Us" or "Our."

**Products** means Software and Cloud Services.

**Professional Services** and **Education Services** mean consulting and training services, respectively.

**Services** means Support Services, Professional Services or Education Services, as applicable.

**Software** means Informatica-branded computer programs that may be installed on equipment owned or operated by Customer or a third party on Customer's behalf.

**Support Services** means, as applicable to Customer Order, access to the Informatica help desk and to updates, upgrades, patches, and bug fixes to Products.

1.1. **Transaction Documents.** Customer can acquire Products and Support Services identified on an order form ("Order") and Professional Services and Education Services as specified in an Order or Statement of Work ("SOW"). Each Order or SOW is a separate contractual commitment. Customer and/or its Affiliates may enter into an Order or SOW with Informatica and/or its Affiliates under this ILSA. "Affiliate" is any corporation or other business entity which controls, is controlled by or is under common control with a party through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interests of a non-corporate entity.

1.2. **Cloud Services.** When Customer enters into an Order for Cloud Services, Informatica gives Customer a non-exclusive, non-transferable, worldwide access by Customer's authorized users ("Users") to use the Cloud Services and any associated Software during the term set forth in the Order ("Order Term"), subject to the terms of the Agreement (as defined in Section 1.4 below). Cloud Services offerings may include a limited-use subscription to on-premise Software, and use of that Software must comply with all applicable terms. Cloud Services will be available as set forth in the Service Level Commitment at <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/service-level-commitment.pdf>. Customer must protect the secrecy of user IDs and passwords and notify Informatica promptly of any suspected breach of security or unauthorized use, copying or distribution.

1.3. **Software.** When Customer enters into an Order for Software, Informatica grants Customer a non-exclusive, non-transferable, non-sublicensable license for the Order Term to use, in object code

format, the Software identified in the Order and any associated Support Services, subject to the terms of the Agreement. Except for a reasonable number of copies solely for backup, the number of copies of Software installed by Customer, must not exceed the quantities licensed by Customer. All titles, trademarks and copyright and restricted notices must be reproduced in any copies.

1.4. **Usage Requirements.** Products and Services shall be used solely for Customer's internal data processing and computing needs in accordance with the terms of this ILSA, the applicable Order, and the applicable provisions in the Informatica Cloud and Product Description Schedule referenced in the applicable Order, and if the Products or Services include the processing of personal data by Informatica, the data processing agreement at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-data-processing-agreement.pdf> (collectively, the "Agreement"). Customer shall not (a) make the Products and Services available to unauthorized third parties; (b) use the Products for outsourcing or service bureau purposes; (c) use the Products and Services in a manner that infringes the rights of Informatica or third parties, or otherwise use the Products or Services that is unlawful in any geography from which the Products or Services are accessed or used; (d) distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Products or Services or any portion thereof; (e) use the artificial intelligence (AI) features of the Products and Services in a manner that (i) would impose legal or other significant effects on individuals or (ii) may result in the AI features or resulting AI system being deemed high risk or equivalent under applicable law. (f) exceed any applicable usage or storage capacity limit; (g) damage, disable, overburden, impair, interfere with, or disrupt the Cloud Services; or attempt to gain unauthorized access to any systems or networks connected to them; or (h) use the Products or Services except as expressly permitted. No third-party software that is provided with the Products may be used independently from the Products. Unless otherwise mutually agreed in writing and except as specified by law, Customer agrees not to adapt, translate, reverse engineer, decompile or otherwise derive the source code for Products or any of the related features of the Products or to allow third parties to do so. Customer cannot use the Products or Services for benchmarking or other competitive purposes.

1.5. **Service Providers.** Customer may allow its external service provider(s) ("Service Provider(s)") to use the Products and Services on Customer's behalf in accordance with the Agreement, and no duplication of the quantities of Products is permitted. Customer is responsible for each Service Provider's compliance with the Agreement.

1.6. **Documentation.** Customer can print a reasonable number of copies of the standard documentation provided with the Products ("Documentation") solely for internal use.

1.7. **Proprietary Rights.** Informatica owns all patent, copyright, trade secret, trademark, and other proprietary rights, in and to (a) the Products and Services and any corrections, bug fixes, enhancements, updates or other modifications and derivatives, to

the Products and Services and deliverables; and (b) all pre-existing and independently developed Informatica furnished technology and materials, and all modifications and derivatives thereof. Informatica reserves all rights not expressly granted to Customer.

- 1.8 **Customer Data.** Customer owns and controls all data Customer submits to the Products or Services for processing ("Customer Data"). Customer (a) has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of, and intellectual property rights in, all Customer Data, the use of AI generated outputs relating to Customer Data, and the jurisdiction from which Customer Data originates; (b) shall backup Customer Data; and (c) shall ensure that provision of Customer Data to Informatica for processing complies with all applicable laws. Cloud Services do not transfer Customer Data to Informatica systems other than the data center from which the Cloud Services are provided to Customer.
- 1.9 **Usage Information.** Software will automatically transmit to Informatica information about the computing and network environment in which the Software is deployed including IP address and the data usage and system statistics of the deployment. This information will be used to improve the customer experience including facilitation of Support Services and deployment and usage analysis. Customer may disable the Software's collection of such information by following instructions available upon installation and in the Documentation. Cloud Services will automatically collect information about the operation, organization, and use of the Cloud Services, including Metadata as described in the Cloud and Support Security Addendum (available at <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/online-cloud-and-support-security-addendum.pdf> ). This information will be used to improve the customer experience including facilitation of Support Services, deployment and usage analysis, and usage suggestions. Subject to Customer's opt-out rights, Customer Business Metadata and Technical Metadata that does not include personal information will be used to improve the Software and Cloud Services, including training AI features. Collection of this information by Cloud Services, including any associated Software, is necessary to provide the Cloud Services and cannot be disabled.
- 1.10 **Privacy and Security.** Informatica follows the privacy policy available at <https://www.informatica.com/privacy-policy.html>. Cloud Services may use third-party infrastructure independently audited and certified as SOC 2 compliant. Informatica processes Customer Data via the Products and Services consistent with the terms of the Agreement and Customer's reasonable instructions. Informatica may transfer Customer Data to subprocessors in connection with Informatica's provision of the Cloud Services as specified at <https://www.informatica.com/legal/informatica-subprocessors.html> and will prohibit them from using Customer Data in a manner inconsistent with this Agreement and the applicable Order or SOW. Informatica will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as described in the Security Addendum. Those safeguards will include measures for preventing access, use, modification, and disclosure of Customer Data except (a) to provide the Products and Services, (b) as permitted under this Agreement, or (c) as compelled by law.
- 1.11 **Evaluation** Informatica may offer optional evaluations, including for beta testing, in a nonproduction instance only for Customer's internal evaluation purposes using test data for the time period designated in the applicable Order (or (30) days if no specific time period is designated). Evaluation Products and Services may be incomplete or include features not included in the later commercially available version. Evaluation Products and Services are made available "as is" without warranty, indemnity, Service Level Commitment, or Support Services.

## 2. SUPPORT SERVICES

Subject to payment of the applicable Support Services fees ("Support Fees"), Informatica will provide the Support Services for

the Products as set forth in the Order and the Informatica Global Customer Support Guide available at <https://network.informatica.com/docs/DOC-3015>.

## 3. FEES, CHARGES, TAXES AND DELIVERY

- 3.1 **Initial Fees.** Except as otherwise provided in the applicable Order, (a) Informatica will send Customer an invoice for the initial Products and Services Fees upon execution of the Order; (b) in cases of a multi-year Order Term, Informatica will invoice Customer before each anniversary of the Order's effective date; and (c) Orders placed through a marketplace will be invoiced per the marketplace payment terms; and (d) Orders through a transaction partner will be invoiced by Informatica to the transaction partner and Customer will pay the transaction partner.
- 3.2 **Renewals.** Except as otherwise provided in the applicable Order, Informatica will (a) send Customer a quote ("Renewal Quote") approximately sixty (60) days prior to the end of the Order Term of the then-current Order and (b) invoice the Customer upon execution of the renewal Order ("Renewal Order") in accordance with Section 3.1.
- 3.3 **No Modifications.** Except as otherwise provided in an applicable Order, (a) quantities and duration may not be decreased during the applicable term of an Order ("Order Term"), and (b) all payment obligations for the Order Term are non-cancelable and non-contingent and all amounts paid are nonrefundable except as expressly set forth in this ILSA.
- 3.4 **Timing.** All invoices for Products and Services are due and payable within thirty (30) days of receipt. If Informatica does not receive timely payment, Informatica reserves the right to (i) charge a late fee equal to twelve percent (12%) per annum or the amount foreseen by law, whichever is higher, in addition to Informatica's cost of collection, and (ii) suspend the impacted Product or Service until payment is received.
- 3.5 **Review.** Informatica may, on at least ten (10) business days' prior written notice and not more than once every twelve (12) months, during Customer's normal business hours, review and validate Customer's compliance with the Agreement and deployment of the Products. Customer agrees to provide accurate and complete information within ten business (10) days of Informatica's request in a form and format reasonably satisfactory to Informatica, and to immediately remit to Informatica any shortfall in payment disclosed by the review including any late charges
- 3.6 **Taxes.** Customer shall pay applicable sales, use, goods, and services, value-added, or equivalent "indirect" taxes and duties unless Customer gives Informatica timely evidence of exemption as prescribed by Informatica's tax authorities. Informatica shall ensure invoices state taxes separately and meet local statutory invoicing requirements to enable Customer to seek recovery of the indirect taxes collected and remitted by Informatica.
- 3.7 **Delivery** The Products, Documentation, and all Support Services shall be delivered electronically.

## 4. CONFIDENTIALITY

- 4.1 For purposes of this Agreement, the party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to as "Receiving Party." "Confidential Information" means the Products, Services, Documentation, all related technical and financial information, including the terms of this Agreement, and any nonpublic information, technical data or know-how, including, without limitation, that which relates to technology or the Documentation, specifications, source code, object code, research, inventions, processes, evaluations, designs, drawings, engineering, products, services, customers, company structure/ownership, plans, markets, human resources, and financial information of either Party which (i) has been marked as confidential; (ii) is identified as confidential at the time of disclosure either orally or in writing; or

(iii) due to its character and nature, a reasonable person under like circumstances would understand to be confidential.

- 4.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was already rightfully in its possession, without confidentiality obligations; (b) is or becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (c) is disclosed to Receiving Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (d) Receiving Party can demonstrate was independently developed without reliance on any Confidential Information of Disclosing Party, provided that if only part of any Confidential Information falls within one or more of the exceptions set out in this Section 4.2, the remaining part of the Confidential Information shall continue to be subject to the restrictions set forth in this Agreement.
- 4.3 Receiving Party: (a) may use Confidential Information solely for the purposes of this Agreement; (b) shall ensure only its employees, agents contractors and contract partners who have a need to know have access to the Confidential Information of Disclosing Party and that they are obligated to maintain the confidentiality of the Confidential Information in accordance with this Agreement; (c) shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard its own Confidential Information; and (d) may disclose Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, provided, however, that Receiving Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure and further provided Receiving Party shall otherwise continue to treat the Confidential Information in accordance with this Agreement. Receiving Party's obligations shall also be applicable to Confidential Information disclosed by Disclosing Party to Receiving Party prior to the execution of this Agreement, or any Order or SOW. Receiving Party will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to Disclosing Party within ten (10) days after Disclosing Party's written request. Receiving Party agrees to undertake whatever action is reasonably necessary to remedy any breach of Receiving Party's confidentiality obligations or any other unauthorized disclosure or use of the Confidential Information by Receiving Party, its employees, agents, or contractors.

## 5. PROFESSIONAL SERVICES AND EDUCATION SERVICES

- 5.1 **Professional Services and Education Services.** Informatica will provide Customer with Professional Services and Education Services described in the applicable Order or SOW.
- 5.2 **Scope, Fees, and Expenses.** Each Order or SOW shall contain the scope and charges for the applicable Professional Services or Education Services, which shall be provided on a time and materials basis unless otherwise specified. Customer will reimburse Informatica for reasonable travel and living expenses. Informatica can charge a reasonable fee per consultant if the Professional Services or Education Services are rescheduled less than three (3) business days prior to the scheduled date.
- 5.3 **Use of Materials Furnished with Professional Services and Education Services.** Customer has a non-exclusive, world-wide royalty-free license to use, copy and allow Customer's authorized users to use materials furnished by Informatica in connection with the Professional Services or Education Services (other than commercially available Informatica Products and Services, Documentation and Informatica training materials) solely as part of the project for which the material was delivered and in accordance with the terms of the Agreement and the applicable Order or SOW.

## 6. PERFORMANCE

### 6.1 Products:

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- (a) The Cloud Services will be provided in a manner consistent with the applicable Documentation under normal use and circumstances during the Order Term.
- (b) The Software will operate in conformity with the then current standard Documentation (except for minor defects or errors not material to the core functionality of the Software under normal use and circumstances) for a period of one (1) year days from the date of initial provisioning of the Software.

If the Product does not perform as set forth above, Customer must tell Informatica so in writing during the applicable time period, and Informatica will use reasonable efforts to correct any deficiencies in the Product or replace it to remedy the nonconformity. Customer's sole and exclusive remedy, and Informatica's sole obligation in the event of nonconformity of the Product will be the correction of the condition making it nonconforming.

Customer must provide all information reasonably requested to enable Informatica to cure the nonconformity. The above remedies do not apply to defects resulting from accident, abuse, unauthorized repair, modifications, misapplication, or use of the Product that is otherwise materially inconsistent with the Documentation.

- 6.2 **Professional Services and Education Services.** Professional Services and Education Services will be provided in a professional manner according to § 347 HGB. The Professional Services or Education Services will substantially conform to the agreed upon specifications set forth in the applicable Order or SOW. If Customer notifies Informatica of a nonconformity within thirty (30) days after the provisioning of the Professional Services, then at no additional cost, Informatica will promptly re-perform the applicable Professional Services, which is Customer's sole remedy for the non-conformity.
- 6.3 Unless expressly agreed otherwise, the Cloud Services and the Products comply with the objective and subjective requirements of the Order if these are in accordance with this Agreement, the Documentation and the Order.

Informatica will not warrant for the availability of the solution as there are too many dependencies outside of Informatica's responsibility, nor for a specific purpose of its solution.

## 7. INTELLECTUAL PROPERTY INDEMNIFICATION

- 7.1 If a third-party claim asserts that a Product or Service infringes the third party's patent, copyright, or trade secret, then Informatica will indemnify, defend, and hold Customer harmless from any fees, fines, or other amounts finally awarded by a court of competent jurisdiction or included in a settlement approved by Informatica, if Customer promptly notifies Informatica of the claim and upon request provides all reasonably relevant information and cooperation. Informatica has the right to control and direct the defense and settlement of the claim. Informatica has no responsibility for claims arising from (a) any modification or unauthorized use of the Product or Service; (b) Customer's failure to deploy updates available to customers current under Support Services; (c) a combination of the Product or Services with non-Informatica programs or items if the claim would have been avoided by using the Products or Services without such combination; or (d) Customer's instructions.
- 7.2 If a Product or Service is likely to or does become the subject of a claim of infringement, then Informatica may, at its sole option and expense: (a) modify the Product or Service to be non-infringing while preserving substantially equivalent functionality; (b) obtain for Customer a right to continue using the Product or Service; or (c) terminate the subscription to the Product which is the subject of the claim and refund any prepaid, unused fees for the remainder of its Order Term. The foregoing states Customer's sole and exclusive remedy with respect to any claim that a Product or Service infringes a patent, copyright, or trade secret.

## 8. TERM, TERMINATION; EFFECTS OF TERMINATION

- 8.1 **Order Term.** Unless otherwise stated in the Order, the Order Term for Software and Cloud Services Subscriptions and Support Services is the period specified in the applicable Order, commencing on the date of delivery.
- 8.2 Either party has the right to terminate this Agreement and any and/or all rights granted under this Agreement upon written notice to the other party if the other party: (a) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within thirty (30) days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. A breach by either party of an Order or SOW is not automatically deemed to be a breach under any other Order or SOW or this Agreement.
- 8.3 Immediately upon termination, all rights hereunder and rights to use shall terminate, and Customer must stop using the Products and Services. Within five (5) days after termination Customer will de-install any Software and all copies and (a) return the Software and all copies or (b) destroy the Software and all copies and certify in writing that they have been destroyed.
- 8.4 Sections 1.8, 3, 4, 5.3, 6.3, 7.2 and 8 through 10 shall survive termination of this Agreement.

## 9. LIMITATION OF LIABILITY

9.1 Informatica shall be liable without limitation (a) in the event of willful misconduct or gross negligence, (b) a guarantee for quality, (c) in the event that a defect is fraudulently concealed, (d) in case of an injury to life, body or health, (e) for claims based on the German Product Liability Law.

9.2 If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order Form is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order Form), the parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

9.3 Unless Informatica is liable in accordance with 9.1 above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer payment obligations.

9.4 With the exception of liability in accordance with the 9.1 above, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents or bodies.

9.5 With the exception of claims in tort, the Customer's contractual claims for damages for which liability is limited under this clause shall become statute-barred after one year from the commencement of the statutory limitation period.

## 10. GENERAL

- 10.1. Subject to Customer's prior written consent, Informatica may include Customer name in a public list of current customers who use Informatica products.
- 10.2. Informatica will maintain insurance during the term of this Agreement in an amount satisfying applicable laws. Upon request, Informatica will provide Customer with proof of all applicable insurance coverages.

- 10.3. Neither party will be liable for non-performance or performance delays due to events or conditions beyond the affected party's control.
- 10.4. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Informatica can assign, novate, or otherwise transfer its rights and obligations under this Agreement to an Affiliate or incorporate an Affiliate as a party to this Agreement or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all Informatica's assets or voting securities or for bona fide restructuring purposes. Customer may assign this Agreement, an Order, or an SOW with Informatica's prior consent.
- 10.5. This Agreement shall be governed by law of the Federal Republic of Germany without its conflict of law provisions. The courts of Stuttgart shall have exclusive jurisdiction in regards to all litigations out or in connection with this Agreement or any contract referring to it.
- 10.6. 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.
- 10.7. Each party will comply with all applicable laws, rules, statutes, and regulations, including sanctions, export laws and anti-corruption legislation. Each party warrants that, to the best of its knowledge no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.
- 10.8. Informatica is an independent contractor, and Informatica personnel are not and shall not be considered employees or agents of Customer company for any purpose whatsoever.
- 10.9. This Agreement, the applicable Order and/or SOW, the Cloud and Product Description Schedules, and any exhibits entered into by the parties constitute the entire agreement between the parties with respect to the Products and Services, which supersedes and replaces any prior or contemporaneous understandings, oral or written, and all other communications between the parties, including provisions in a Customer Purchase Order, and which may not be amended except by a writing signed by both parties. Customer acknowledges that it has not relied on the availability of any future Upgrades, Products or Services in executing this Agreement. This Agreement may be executed via electronic signature.
- 10.10. This Agreement and the Orders shall be made in written form. All changes, amendments and adjustments to (a) the Agreement including its Annexes and (new) Orders hereto, or (b) to this clause, need to be in written. The Parties hereby agree that an advanced electronic signature (AES) may replace the written signature (eg docusign or Adobe Sign).

