



## INFORMATICA LICENSE AND SERVICES AGREEMENT ("ILSA")

BY EXECUTING ANY EXHIBIT A OR OTHER ORDER FORM THAT INCORPORATES THE TERMS OF THIS INFORMATICA LICENSE AND SERVICES AGREEMENT BY REFERENCE OR BY COMPLETING ANY ONLINE ENROLLMENT FORM OR CLICKING THE ACCEPTANCE CHECK BOX DISPLAYED AS PART OF THE ENROLLMENT PROCESS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS, TOGETHER WITH ANY SUCH ENROLLMENT FORM AND EXECUTED EXHIBIT(S) A SHALL BE KNOWN AS THE "AGREEMENT." THIS AGREEMENT GOVERNS YOUR USE OF THE INFORMATICA PRODUCTS. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BOTH USE THE PRODUCTS AND TO BIND THE CUSTOMER TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL ALSO INCLUDE THE CUSTOMER. 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 PRODUCTS. Informatica refers to Info. Corp, Informática Portugal, unipessoal, Lda. located at Edifício Amoreiras Square, Rua Carlos Alberto da Mota Pinto nº 17 3º A, Amoreiras, 1070-313 Lisboa , with Tax Identification Number: 507752422

### 1. SCOPE OF USE

Some defined terms that Customer should be familiar with are:

**Software** means Informatica branded computer programs that Customer may install on equipment owned or operated by Customer or a third party on Customer behalf.

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

**Professional Services** means consulting or training services provided by Informatica either remotely via the Internet, or in person.

**Support Services** means, as applicable to your order, access to Informatica's help desk, and to updates, upgrades, patches and bug fixes.

**Products** means Software and Cloud Services.

1.1 Transaction Documents. Under this Agreement Customer can acquire Products, Professional Services and Support Services. All Products and Support Services will be identified on our order form that Informatica refer to as an Exhibit A ("Order") and Professional Services will be specified in a Statement of Work ("SOW"). Each Order and each SOW is a separate contractual commitment and must be signed by Informatica and Customer. Affiliates 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 Software. When Customer sign an Order Informatica grants Customer and its Affiliates a non-exclusive, non-transferable, non-

sublicensable and perpetual (unless terminated as provided for this Agreement or in the case of subscription license, in an Order) license to use, in object code format, the Software identified in the Order and any updates provided under Support Services subject to the terms of this Agreement and in the Order Any references to a "sale" or a "purchase" of the Products in this or any other document means "license" in accordance with the terms contained in this Agreement.

For each copy of the Software licensed, Customer may only install one (1) copy of the Software. o Except for a reasonable number of back-up copies of the Software, Customer can't copy the Software. All titles, trademarks and copyright and restricted notices must be reproduced in any copies.

If Customer chooses to install updates to Software made available under Support Services, Customer must uninstall and cease use of all previous versions of the Software so that Customer's use of the Software corresponds to the quantities acquired by the Customer.

1.3 Cloud Services. If Customer would like to deploy Cloud Services, Informatica hereby grants Customer and its Affiliates a non-exclusive, non-transferable, worldwide right to authorize individuals solely within the Customer's and its Affiliates' organization ("Users") to access or exchange data via the Cloud Services during the Term (as defined in Section 8 below), but only for Customer's own internal business purposes and subject to the terms and conditions of this Agreement and terms associated with the specific Cloud Services contained in the Order and applicable schedule(s). Informatica is not responsible for web pages or servers that are not owned or controlled by Informatica, even if linked to (including via application programming interfaces) the Cloud Service. Informatica does not endorse any sites on the Internet that are linked through the Cloud Service; such links are provided to Customer and its Users only as a convenience. In addition, certain third-party providers of ancillary software, hardware or services may require Customer's agreement to additional or different license or other terms prior to Customer's or its Users use of or access to such software, hardware or services. Cloud Services offerings may include a limited-use subscription to on-premise Software as described in the applicable schedule(s), and use of such Software must comply with all license terms. Under no circumstances may the Cloud Services be used for any illegal or illicit purpose in any geography where the Cloud Services are used. Customer must: (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. Customer agrees that anyone who inputs a valid user ID and password will be deemed an appropriate User unless and until Customer notifies Informatica otherwise in writing. Any individual User who has violated this Section may have its account suspended.

1.4 Subject to Customer opt-out rights described in this section, Software will automatically transmit to Informatica information about the computing and network environment in which the Software is deployed and the data usage and system statistics of the deployment. Cloud Services will automatically collect information about the operation, organization, and use of the Cloud Services, possibly including the user ID, password, IP address and Metadata as described in the Cloud and Support Security Exhibit, but not including Customer Data (as defined below). Such

information will be used to improve the Products 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. Customer may disable Software collection of information by following Instructions available upon installation and in the Documentation. Collection of information by Cloud Services including any associated Software is necessary to provide the Cloud Services and cannot be disabled.

1.5 Use of the Products shall be limited to the internal data processing and computing needs of Customer and its Affiliates and to the terms and conditions set forth in the Informatica Product Description Schedule current at the time of licensing, a copy of which shall be made available to Customer upon request. Customer can't make the Products available to unauthorized third parties. The Products may not be used for outsourcing or service bureau purposes or otherwise processing third party data for the benefit of any third party. Customer can't relicense, rent or lease the Products for third-party training or commercial time-sharing. Customer agrees that won't distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Products or any portion thereof, and shall not use the Products except as expressly permitted hereunder. 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 to the extent required to obtain interoperability with other independently created software or as specified by law, Customer agrees to not 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 can't use the Products for purposes of benchmarking or other competitive purposes.

1.6 Service Providers. Customer do have the right to sublicense the use of the Products to external service provider(s) ("Service Provider(s)") solely for purposes of providing outsourcing services for the benefit of the Customer and solely for the duration of such outsourcing services. The rights accorded to the Service Provider shall be those as permitted in the Agreement and any Order and no duplication of the quantities of Products purchased is permitted. The Customer are fully responsible for the Service Provider's use of the Products in accordance with the terms of the Agreement and any Service Provider breach of the Agreement.

1.7 Documentation. Customer can print a reasonable number of copies of the softbound version of the documentation provided with the Products ("Documentation") solely for Customer's internal use.

1.8 Proprietary Rights. Informatica owns all proprietary rights, including all patent, copyright, trade secret, trademark and all other proprietary rights, in and to the Products and any corrections, bug fixes, enhancements, updates or other modifications and derivatives, including custom modifications, to the Software and all other deliverables. Informatica reserves all rights not expressly granted to Customer.

## 2. SUPPORT SERVICES

2.1 If Informatica receives payment of the applicable annual Support Services fee ("Support Fees"), Informatica will provide Support Services for the Products as set forth in the Order and the Informatica Global Customer Support Guide valid at the time of

signature of the Order and available at <https://network.informatica.com/docs/DOC-3015> . Details of Support Guide may be modified from time to time but Informatica warrant that no such modification will materially degrade the Support Services.

## 3. FEES, CHARGES, TAXES AND DELIVERY

### 3.1 Perpetual Licensed Software.

Informatica will send to Customer an invoice for the total license and initial annual Support Fees upon delivery of the Software. Except as provided in section 6 those fees are non-refundable, non-contingent and non-cancelable.

3.2 Support Services. The Support Fees for subsequent years will be invoiced annually after Informatica issue the quote for Support Services ("Renewal Quote") which will be issued approximately sixty (60) days prior to the start of each annual Support Services term. The initial annual Support Fees for the first year of Support Services will be specified on the initial Order. After the first year of Support Services, Informatica may increase the annual Support Services by five percent (5%) from the annualized fee paid in the prior year.

### 3.3 Cloud Services and/or Subscription Licensed Software.

Customer will pay all fees and charges for Cloud Services and for Software licensed on a subscription basis as per the applicable Order. Those fees will cover the Term that is specified in the Order. Customer will be billed shortly after contract execution for Cloud Services and/or subscription based Software license. In cases of a multi-year subscription, unless otherwise stated in the Order Informatica will invoice first year of service upon contract execution and then annually sixty (60) days in advance of each contract anniversary. Except as expressed in the Order, all payment obligations for the entire multi-year Term are non-cancelable and non-contingent and all amounts paid are nonrefundable except in the context of a breach of the warranty provided in Section 6. Informatica may suspend the provision of any Software subscription license or Cloud Services in the event that any invoice remains unpaid in excess of thirty days. Each year within a specified term requires payment in exchange for the continued Software subscription license or provision of Cloud Service. Quantities of subscription license Software and Cloud Services may not be decreased during the relevant subscription term.

Customer acknowledge and agree that fees quoted in an Order are contingent upon the agreed upon length of the entire multi-year Term. Except as expressed within an Order these fees are not subject to early termination or cancellation and this obligation may not be waived and Informatica has right to collect these fees are absolute absent a material breach by Informatica of this Agreement that renders the Software or Service unusable for the term at issue. Unless Customer elect to purchase an enhanced Support Service the subscription fee is inclusive of the Support Services on the subscription.

3.4 Timing. All invoices for Products and Services are due and payable within thirty (30) days of invoice date. If Informatica don't receive the timely payment, Informatica reserve the right to charge a late fee equal to the lesser of one percent (1%) per month or the maximum amount allowed by law, in addition to any Informatica collecting costs.

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 Software. Customer agrees to provide accurate and complete information within ten (10) days of Informatica's request in a form and format reasonably satisfactory to Informatica and immediately remit to Informatica any shortfall in payment disclosed by the review including any late charges.

3.6 Taxes. Customer shall pay all applicable taxes however designated, levied or based on the prices, terms or performance of this Agreement, including, without limitation sales, use, goods and services, value-added, or equivalent "indirect" taxes and duties, unless Customer give appropriate documentary evidence of exemption as prescribed by the tax authorities. Where applicable, Informatica shall ensure that its invoices to Customer meet the requirements for deduction/claim of input tax credits by Customer. Customer acknowledges and agrees that subject only to warranty remedies, all fees are non-cancelable, non-contingent and non-refundable. Fees are owed and are to be paid in exchange for the rights granted and services made available hereunder and not based on actual use of the Products.

3.7 The Products, Documentation and all updates furnished under Support Services shall be delivered electronically.

#### 4. CONFIDENTIALITY

4.1 For purposes of this Agreement the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party". "Confidential Information" means the Products (both object and source code versions of Software), the accompanying Documentation and all related technical and financial information (including the terms of this Agreement) and any information, technical data or know-how, including, without limitation, that which relates to computer software programs or Documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, company structure/ownership, markets and finances of the Disclosing 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. All Informatica software, computer code, product development and marketing plans, and non-public financial and human resources data, materials and information are deemed to be Confidential Information.

4.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt; (b) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed the 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 the 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 Both parties agree that: (a) Receiving Party may use Confidential Information solely for the purposes of this Agreement; (b) Receiving Party shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the Disclosing Party to maintain the confidentiality of the Confidential Information; (c) Receiving Party 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 the confidentiality of Receiving Party's own confidential property; (d) Receiving Party shall not disclose the Confidential Information, or any part or parts thereof, except on a "need to know" basis to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth in this Agreement; and (e) Receiving Party may disclose the 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 so that Disclosing Party will have a reasonable opportunity to object to such disclosure and further provided the Receiving Party shall otherwise continue to treat such Confidential Information in accordance with this Agreement. The Receiving Party's obligations shall also be applicable to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to the execution of this Agreement. The Receiving Party will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Disclosing Party within ten (10) days after the 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, its agents, or contractors. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

4.4 Privacy and Security. Informatica follows the privacy policy available at <https://www.informatica.com/privacy-policy.html>. Cloud Services may use third-party infrastructure, which are independently audited and certified as SOC 2 compliant. based on reasonable diligence Informatica comply with all laws applicable to Informatica as the provider of the Cloud Services. Informatica shall process Customer Data (as defined in Section 6.2) via the Cloud Services on behalf of Customer and only in accordance with the terms of this Agreement and any reasonable instructions that Customer may give to Informatica from time to time. Informatica reserves the right to hire other companies to provide services on its behalf in connection with its provision of the Cloud Service. Informatica will prohibit such subcontractors from using Customer Data for any other purpose other than to perform services on behalf of Informatica. Informatica reserves the right to transfer Customer Data to the U.S. and other countries for processing in connection with its provision of the Cloud Service. 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 Addendum to the Informatica License and Services Agreement 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 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 use of any Products the Support Services, or Professional 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> shall apply to such processing, and are hereby incorporated by reference.

## 5. PROFESSIONAL SERVICES

5.1 Professional Services. Informatica can provide Professional Services if Customer wishes. All those Professional Services will be described in the SOWs. Customer can have none, one or multiple SOW's under this Agreement.

5.2 Warranty. Informatica warrants that its Professional Services will be provided in a professional manner. If at any time Customer is dissatisfied with the performance of an individual working on a project just report the problem to Informatica in writing and ask Informatica to replace the individual. For a time and materials SOW, Informatica warrants that the Professional Services and deliverables will substantially conform to the agreed upon specifications set forth in the SOW. If Informatica breach these warranties then at no additional cost, Informatica will promptly re-perform any warranted Professional Services or re-deliver a non-conforming deliverables but Informatica have to be notified within thirty (30) days after the delivery of such non-conforming services or deliverables. Nonconformity is a material or substantial deviation from the applicable specifications set forth in the SOW to which the parties have mutually agreed in writing. Re-performance of the Service or replacement of the deliverable will be the sole remedy for breach of this warranty. If re-performance or replacement does not cure the breach, Informatica will refund that portion of the Professional Service fees associated with the non-conforming services. A breach by either party of a SOW is not deemed to be a breach under any other SOW or this Agreement.

5.3 Compensation of Informatica. Each SOW shall contain the charges for the Professional Services ("Consulting Fees") and shall be provided on a time and materials basis unless otherwise specified. Customer shall reimburse Informatica for reasonable travel and living expenses. If Customer wants to cancel or reschedule Professional Services that must be done in writing and Informatica can charge a reasonable cancellation/rescheduling fee per consultant if the Professional Services are canceled or rescheduled less than three (3) business days prior to the scheduled visit. To cancel an engagement which is in progress, Customer must give Informatica at least two (2) weeks written notice of cancellation, and Informatica shall have the right to collect Consulting Fees for the Professional Services performed during such two (2) week period prior to the cancellation date.

5.4 Ownership. The material delivered by Informatica contains pre-existing material developed by Informatica or by Informatica licensors. As such, Informatica owns it and retain all right, title and interest in all such pre-existing material. However, Customer do have a non-exclusive, world-wide royalty-free license to use, copy and authorize others to use such pre-existing material (other than commercially available Informatica products, documentation and Informatica training materials) solely as part of the project for which

such material was delivered and in accordance with the terms of this Agreement. Except as otherwise expressly provided in this Agreement Informatica grant no other license(s) to any of its intellectual property and no other transfer of Informatica intellectual property is made hereunder.

5.5 Insurance. 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.

## 6. WARRANTY

6.1 Software warranty. 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 the normal use and circumstances) for a period of ninety (90) days from the date of initial delivery of the Software ("Warranty Period"). If the Software does not perform in accordance with the foregoing warranty during the Warranty Period, Customer must tell to Informatica in writing and during the Warranty Period and assuming that Informatica can verify such nonconformity, Informatica will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with such warranty. Customer's sole and exclusive remedy, and Informatica sole obligation, in the event of nonconformity of the Software with the foregoing warranty will be the correction of the condition making it nonconforming. If Informatica are not able correct the alleged breach of warranty then, Informatica will refund applicable fees paid for a perpetual license to the Software and will refund applicable fees paid for the remainder of the Term for subscription licensed Software. Customer obligation is to provide all information reasonably requested to enable Informatica to cure the nonconformity. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications, misapplication, or use of the Software that is otherwise materially inconsistent with the Documentation.

6.2 Cloud Services Warranty. Informatica warrants that Cloud Services are provided in a manner consistent with the applicable Documentation under normal use and circumstances. Customer warrants that (i) it will neither falsely identify itself nor any User, nor provide any false information to gain access to the Cloud Service, and that the billing information that Customer sent is correct and any data, information or material that Customer and its Users process or submit to the Cloud Services in the course of using the Cloud Services including any personally identifiable information ("Customer Data") does not violate the privacy rights of, or defame, any data subject or third party and (ii) it will provide any necessary notices and obtain any necessary consents from applicable data subjects as required by applicable law, rule or regulation for Informatica and Customer to process Customer Data via the Cloud. Customer agrees to back up all Customer Data. Customer own all Customer Data. Customer and not Informatica, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. Customer is solely responsible for ensuring that provision of Customer Data to Informatica for processing via the Cloud Services is in compliance with all applicable laws. Customer understands and acknowledge that the use of the Cloud Services to process Customer Data including any "protected health information," as defined under the Health Insurance Portability and Accountability Act or Sensitive Personal Data as defined under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the

processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) and local personal data law, does not mean that Customer are absolved of its responsibility to safeguard this type of data. Customer will not: (i) use the Cloud Services 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 Cloud Service; (iii) send or store malicious code in connection with the Cloud Service; (iv) damage, disable, overburden, impair, interfere with or disrupt the Cloud Service; (v) 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; (vi) permit more Users to access or use the Cloud Services than are permitted in the applicable Order; (vii) allow more than one individual to use a User account; (viii) make the Cloud Services available to any third party (via a services arrangement, service bureau, lease, sale, resale, or otherwise); and, (ix) exceed any applicable bandwidth usage or storage capacity limit. INFORMATICA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CLOUD SERVICES OR ANY CONTENT. INFORMATICA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE CLOUD SERVICES WILL BE ENTIRELY SECURE, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE OR SYSTEM, (ii) ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (iii) THE CLOUD SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. The Cloud Services may be subject to limitations, delays, inaccessibility and other problems that are inherent in the use of the Internet and Informatica is not responsible for and disclaim all liability for any delays, failures or damage resulting from such problems.

6.3 EXCEPT AS EXPRESSLY SET FORTH ABOVE THE CLOUD SERVICES AND SOFTWARE, INCLUDING WITHOUT LIMITATION ALL INFORMATICA CONTENT, ARE PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INFORMATICA AND ITS LICENSORS.

## 7. INTELLECTUAL PROPERTY INDEMNIFICATION

7.1 If a third party sues the Customer claiming that the Product infringes the third party's patent, copyright, or trade secret, then subject to the provisions below Informatica will indemnify, defend and hold Customer harmless from any fees, fines, cost, liens, judgments or expense actually awarded or incurred arising from any third party intellectual property claim, and from any claims filed as a result of bodily injury (including death) or damage to tangible property. Informatica obligation to indemnify Customer is contingent on the following; (a) Informatica must be given prompt written notice of and all available information about any such claim; (b) Informatica have the right to control and direct the defense and any settlement of such claim provided however that no such settlement requires admission of wrongdoing or payment of damages on the part of Customer; ( and if Customer wish can participate but not control the defense of the claim and have their

own Counsel) and (c) Customer shall reasonably cooperate with Informatica in such defense.

7.2 Informatica won't indemnify the Customer and Informatica have no responsibility for any third party action that arises in any way out of any of the following:: (a) any modification of the; (b) any failure to implement updates to the Products as supplied by Informatica under Support Services; (c) the combination, operation, or use of the Products with non-Informatica programs, data or documentation, if such action would have been avoided by the use of the Products without such combination, operation or use; (d) any use of the Products that is not expressly permitted under this Agreement; (e) Customer's continued use of infringing Products after termination or after Informatica supply modified or replacement non-infringing Products as contemplated under 7.3(a) below, or (f) materials developed by Informatica in accordance with Customer's instructions.

7.3 If Informatica thinks that the Products, are likely to or do become the subject of a claim of infringement, then Informatica may at its sole option and expense do one of the following: (a) modify the Products to be non-infringing while preserving substantially equivalent functionality; (b) obtain for Customer at Informatica expense a license to continue using the Products; or (c) terminate this Agreement and the license granted hereunder, accept return of the Products and refund a pro rata portion of the applicable fee paid for that portion of the Products which is the subject of the claim. For perpetual licensed Software the refund will be based on a straight line amortization over a five (5) year term beginning on the date of initial delivery of the Products. For Cloud Services and subscription licensed Software, the refund will be the prepaid and unearned fees covering the remainder of the Term (as defined in Section 8.1 below).

7.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFORMATICA, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE PRODUCT, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

## 8. TERM, TERMINATION; EFFECTS OF TERMINATION

8.1 Cloud Services and Subscription Licenses Term - The term for each subscription license and/or Cloud Services ("Term") is: (i) the time period specified in the Order, commencing on the delivery date, or (ii) for Cloud Services provided on a transaction basis, the Term shall be the validity period for processing the transactions and any renewal terms in the Product Description Schedule unless specifically stated in the Order.

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.

8.3 Immediately upon termination, the licenses granted hereunder and rights to use shall terminate, and Customer must

stop using the Products. Within five (5) days after termination, Customer will de-install the Software and all copies and (a) return to the Software and all copies; or (b) destroy the Software and all copies, and certify in writing that they have been destroyed.

8.4 If Customer terminate the Agreement, Customer still must pay all fees accruing prior to termination.

8.5 Sections 3, 4, 5.3, 5.4, 6.3, 7.2, 7.3, 7.4 and 8 through 10 shall survive termination of this Agreement.

## 9. LIMITATION OF LIABILITY

9.1 EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED AS A MATTER OF LAW, BREACH OF, OR INDEMNITY FOR INFRINGEMENT OF, INTELLECTUAL PROPERTY RIGHTS (A) IN NO EVENT WILL EITHER PARTY OR INFORMATICA'S LICENSORS OR RESELLERS 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; AND (B) , THE LIABILITY OF INFORMATICA OR INFORMATICA'S LICENSORS OR RESELLERS TO CUSTOMER ARISING FROM THIS AGREEMENT OR THE USE OF THE PRODUCTS, OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED TWELVE (12) MONTHS FEES PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE APPLICABLE LIABILITY.

9.2 Informatica have no responsibility or liability with respect to any content or data that the Customer processes with the Products. Customer acknowledges and agrees that (i) the Products function only as a tool or vehicle for data processing, (ii) Informatica cannot control the jurisdiction where the data originates; and (iii) neither Informatica nor its Products is a "data controller" or similar under applicable law with respect to any Customer content or data. Customer acknowledges and agrees that, as between the parties, it is the sole "data controller" and must ensure that it is in full compliance with applicable data protection and privacy laws, especially with laws that apply to the use or transmission of sensitive information, personal information or personally identifiable information.

9.3 THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. EACH PARTY ACKNOWLEDGES THAT THE FEES, EXCLUSIONS, DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE NEGOTIATED AND AGREED UPON ESSENTIAL COMPONENTS OF THIS AGREEMENT AND NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT SUCH WARRANTY DISCLAIMERS AND LIMITATIONS ON ITS LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE DISCLAIMERS AND LIMITATIONS ARE NOT UNCONSCIONABLE AND THESE DISCLAIMERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10. GENERAL

10.1 Unless Customer notify Informatica within (10) ten days of acquiring the Software or Services, Informatica may include Customer's name in a public list of current customers who use Informatica products, provided that (a) Customer's name is not highlighted and does not stand out in comparison to the names of Informatica other customers; and (b) Informatica don't make any

representation or any endorsements to Customer without Customer's prior written consent.

10.2 This Agreement may not be amended except by a writing signed by both parties. Purchase Orders or other document regarding the Products provided under this Agreement issued by Customer are for Customer's internal use only, and any provisions contained in any such document shall have no effect whatsoever upon this Agreement.

10.3 A party is not liable for non-performance of obligations under this Agreement, if the non-performance is caused by events or conditions beyond that party's control, the party gives prompt notice and makes all reasonable efforts to perform. In no event will this provision affect a party's obligation to make payments under this Agreement

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 of Informatica's assets or voting securities or for bona fide restructuring purposes. Customer can assign this Agreement with Informatica prior knowledge and consent.

10.5 This Agreement shall be governed by Portuguese law, without regard to conflict of law provisions. The application of Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The Parties acknowledge and agree that the Uniform Commercial Code is not applicable to transactions under this Agreement. Any suit, action or proceeding related to this Agreement shall be submitted to the exclusive jurisdiction of the court of Lisbon.

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 acknowledges its obligation to comply with all applicable laws, rules, statutes and regulations, including specifically but not limited to export laws including Bureau of Export Administration restrictions 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's personnel are not, and shall not be considered, employees or agents of Customer company for any purpose whatsoever.

10.9 This Agreement, the attached exhibits, the Product Description Schedule, the attached addenda and each supplemental exhibit entered into the parties constitutes the entire agreement between the parties with respect to the Products and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties. Customer acknowledges that it has not relied on the availability of any future version of the Products or any future product in executing this Agreement. This Agreement may be executed via electronic copy signature.