INFORMATICA LICENCE 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. 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" or "YOU"), 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 "Us" or "We" refers to Informatica SEA Pte Ltd. located at 600 North Bridge Road #13-07/10 Parkview Square, S188778 and your organization is referred to as "You" or Your(s).

1.   SCOPE OF USE

Some defined terms that You should be familiar with are:

Software means Informatica-branded computer programs You may install on equipment owned or operated by You or a third party on your behalf.
Cloud Services means Informatica-branded offerings made available to You on demand via the Internet from equipment owned or operated by or for Us.
Professional Services means consulting or training services provided by Us either remotely via the Internet or in person.
Support Services means, as applicable to Your order, access to Our help desk and to updates, upgrades, patches and bug fixes.
Products means Software and Cloud Services.

1.1 <u>Transaction Documents</u>. Under this Agreement You can acquire Products, Professional Services and Support Services. All Products and Support Services will be identified on our order form that We 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 both You and Us. We or our own local affiliates will also honor any legal Order executed by your Affiliates. "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 <u>Software.</u> When You sign an Order, We grant You and Your Affiliates a non-exclusive, non-transferable, non-sublicensable and perpetual (unless terminated as provided for in this Agreement or, in the case of subscription licence, in an Order) licence 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 the Order. Any references to a "sale" or a "purchase" of the Products in this or any other document means "licence" in accordance with the terms contained in this Agreement.

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

If You install updates to Software made available under Support Services, You must uninstall and cease use of all previous versions of the Software, so that Your actual use and deployment of the Software corresponds to the quantities that You actually licensed and paid for.

1.3 <u>Cloud Services</u>. If You would like to deploy Cloud Services, We grant You and Your Affiliates a non-exclusive, non-transferable, worldwide right to authorize individuals solely within Your and Your Affiliates' organization ("<u>Users</u>") to access or exchange data via the Cloud Services during the Term (as defined in Section 8 below), but only for Your 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). We are not responsible for web pages or servers that are not owned or controlled by Us, even if linked to (including via application programming interfaces) the Cloud Service. We do not endorse any sites on the Internet that are linked through the Cloud Service; such links are provided to You and your Users only as a convenience. In addition, certain third-party providers of ancillary software, hardware or services may require Your agreement to additional or different licence or other terms prior to Your or Your 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 licence 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. You must: (i) protect the secrecy of Your authorized user IDs and passwords; (ii) notify Us immediately of any unauthorized use of any user ID or password or any other known or suspected breach of security; and (iii) report to Us immediately and use reasonable efforts to stop any copying or distribution of content not authorized by Us. You agree that anyone who inputs a valid user ID and password will be deemed an appropriate User unless and until You notify Us otherwise in writing. Any individual User who has violated this Section may have its account suspended.

1.4 Subject to Your opt-out rights described in this section, Software will automatically transmit to Us 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. You 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 You and Your 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 You upon request. You 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. You can't relicense, rent or lease the Products for third-party training or commercial time-sharing. You agree that you 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, You agree 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. You can't use the Products for benchmarking or other competitive purposes.

1.6   Service Providers. You 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 Your benefit and solely for the duration of such outsourcing services. The rights accorded to the Service Provider shall be those permitted in the Agreement and any Order, and no duplication of the quantities of Products purchased is permitted. You 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. You can print a reasonable number of copies of the softbound version of the documentation provided with the Products ("Documentation") solely for internal use.

1.8   Proprietary Rights. We own 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. We reserve all rights not expressly granted to You.

2.   SUPPORT SERVICES

If We receive payment of the applicable annual Support Services fee ("Support Fees"), We will provide the 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 We warrant to You that no such modification will materially degrade the Support Services.

3.   FEES, CHARGES, TAXES AND DELIVERY

3.1   Perpetual Licensed Software. We will send you an invoice for the total licence 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 We issue You Our 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, We may increase the annual Support Fee by five percent (5%) from the annualized fee paid in the prior year.

3.3   Cloud Services and\or Subscription Licensed Software. You 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. You will be billed shortly after contract execution for Your Cloud Services and\or Your subscription based Software licence. In cases of a multi-year subscription, unless otherwise stated in the Order We will invoice You for Your 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. We may suspend the provision of any Software subscription licence 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 licence or provision of Cloud Service. Quantities of subscription licence Software and Cloud Services may not be decreased during the relevant subscription term.

You 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 Our right to collect these fees is absolute absent a material breach by Us of this Agreement that renders the Software or Service unusable for the term at issue. Unless You 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 receipt. If We don't receive timely payment We 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 Our cost of collection.

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 Your normal business hours review and validate Your compliance with the Agreement and deployment of the Software. You agree to provide accurate and complete information within ten (10) days of Informatica's request in a form and format reasonably satisfactory to Us. and to immediately remit to Us any shortfall in payment disclosed by the review including any late charges.

3.6   Taxes. You 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 You give us appropriate documentary evidence of exemption as prescribed by the tax authorities. . Where applicable, We shall ensure that our invoices to You meet the requirements for deduction/claim of input tax credits. You acknowledge and agree that subject only to the 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 Our 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 We follow 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 our reasonable diligence We comply with all laws applicable to Us as the provider of the Cloud Services. We process Customer Data (as defined in Section 6.2) via the Cloud Services on behalf of You only and in accordance with the terms of this Agreement and any reasonable instructions that You might give Us from time to time. We reserve the right to hire other companies to provide services on Our behalf in connection with Our provision of the Cloud Service. We will prohibit such subcontractors from using Customer Data for any purpose other than to perform services on Our behalf. We reserve the right to transfer Customer Data to the U.S. and other countries for processing in connection with Our provision of the Cloud Service. We 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 to the Informatica Licence   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 You may expressly permit in   writing. Where Your use of any Products, 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.   We   can   provide   You   with Professional Services if You wish. All those Professional Services will be described in SOWs. You can have none, one or multiple SOW's under this Agreement.

5.2   Warranty. We warrant that Professional Services will be provided in a professional manner. If at any time You are dissatisfied with the performance of an individual working on a project, just report the problem to Us in writing and ask Us to replace the individual. For a time and materials SOW, We warrant that the Professional Services and deliverables will substantially conform to the agreed upon specifications set forth in the SOW. If we breach these warranties then at no additional cost We will promptly re-perform any warranted Professional Services or re-deliver a non-conforming deliverable but We 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, We 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. You will reimburse Us for reasonable travel and living expenses. If You want to cancel or reschedule Professional Services, that must be done in writing and We 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, You must give Us at least two (2) weeks written notice of cancellation, and We 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 to You by Us contains pre-existing material developed by Us or our licensors. As such We own it and We retain all right, title and interest in all such pre-existing material. However, You do have a non-exclusive, world-wide royalty-free licence 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 We grant no other licence(s) to any of its intellectual property and no other transfer of Our intellectual property is made hereunder.

5.5   Insurance. We will maintain insurance during the term of this Agreement in an amount satisfying applicable laws. Upon request, We will provide You with proof of all applicable insurance coverages.

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 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, You must tell Us so in writing and during the Warranty Period and assuming We can verify such

nonconformity, We will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with such warranty. Your sole and exclusive remedy, and Our 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 We are not able correct the alleged breach of warranty, then We will refund applicable fees paid for a perpetual licence to the Software and will refund applicable fees paid for the remainder of the Term for subscription licensed Software. Your obligation is to provide all information reasonably requested to enable Us 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. We warrant that the Cloud Service are provided in a manner consistent with the applicable Documentation under normal use and circumstances. You warrant that (i) You will neither falsely identify Yourself nor any User, nor provide any false information to gain access to the Cloud Service and that the billing information that you give Us is correct, and any data, information or material that You and Your 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) You will provide any necessary notices and obtain any necessary consents from applicable data subjects as required by applicable law, rule or regulation for Us and You to process Customer Data via the Cloud Services. We don't own Customer Data. You agree to back up all of Your Data. You own all Customer Data. You and not We shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. You are solely responsible for ensuring that provision of Customer Data to Us for processing via the Cloud Services is in compliance with all applicable laws. You understand and acknowledge that 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 EU Directive 95/46/EC as enacted in the member states of the European Union does not mean that You are absolved of Your responsibility to safeguard this type of data. You 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. WE AND OUR 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 ARE 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 We are 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 YOU 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 You claiming that the Product infringes the third party's patent, copyright, or trade secret, then subject to the provisions below we will indemnify You and defend and hold You harmless from any fees, fines, costs, liens, judgments or expenses 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. Our obligation to indemnify You is contingent on the following: (a) We must be given prompt written notice of and all available information about any such claim; (b) We 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 You (and if You wish you can participate but not control the defense of the claim and have Your own Counsel); and (c) you reasonably cooperate with Informatica in such defense.

7.2 We won't indemnify You and we have no responsibility for any third party action that arises in any way out of any of the following: (a) any modification of the Products (b) any failure to implement updates to the Products as supplied by Us 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) Your continued use of infringing Products after termination or after We supply modified or replacement non-infringing Products as contemplated under 7.3(a) below, or (f) materials developed by Us in accordance Your instructions.

7.3 If We think that the Products are likely to or do become the subject of a claim of infringement, then We may at Our 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 You at Our expense a licence to continue using the Products; or (c) terminate this Agreement and the licence 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 YOUR 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 Subscription Licence and Cloud Services Term. The term for each subscription licence and\or Cloud Services ("Term") is: (i) the time period specified in the Order, commencing on the date of delivery 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.

8.2 Immediately upon termination, the licences granted hereunder and rights to use shall terminate, and You must stop using the Products. Within five (5) days after termination You will de-install the 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.

8.3 If you terminate the Agreement, You still must pay all fees accruing prior to termination.

8.4 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 US AND OUR LICENSORS OR RESELLERS TO YOU 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 We have no responsibility or liability with respect to any content or data that You process with the Products. You acknowledge and agree that (i) the Products function only as a tool or vehicle for data processing; (ii) We can't control the jurisdiction where the data originates; and (iii) neither We nor our Products is a "data controller" or similar under applicable law with respect to Your content or data. You acknowledge and agree that as between You and Us you are the sole "data controller" and You ensure that You are 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 Nothing in this agreement shall limit Informatica's liability for: (i) death or personal injury resulting from its negligence or that of its servants or agents; (ii) fraud or fraudulent misrepresentation; (iii) for any breach of any implied term as to title or quiet enjoyment in relation to the Software; or (iv) for any other liability that cannot be excluded under applicable law. The parties acknowledge and agree that the fees reflect the allocation of risk set forth in this Agreement and that Informatica would not enter into this Agreement without the limitations of liability set forth herein.

10. GENERAL

10.1 Unless you notify us within ten days of acquiring the Software or Service, We can include Your name in a public list of current customers who use Our products, provided that (a) Your name is not highlighted and does not stand out in comparison to the names of other customers; and (b) We don't make any representation or attribute any endorsements to You without prior written consent.

10.2 This Agreement may not be amended except by a writing signed by both parties. Purchase Orders or other documents regarding the Products provided under this Agreement issued by You, are for Your 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. We can assign, novate or otherwise transfer Our 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 Our assets or voting securities or for bona fide restructuring purposes. You can assign this Agreement with Our prior knowledge and consent.

10.5 This Agreement and any other matter related thereto shall be governed, construed and interpreted in accordance with the laws of Singapore. 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. In the event that either party is forced to bring an action or proceeding to enforce the provisions of this Agreement, such party shall be entitled to collect all reasonable legal fees and expenses incurred in connection therewith.

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 We are an independent contractor and Our personnel are not and shall not be considered employees or agents of Your company for any purpose whatsoever.

10.9 This Agreement, the attached exhibits, the Product Description Schedule, the attached addenda and each supplemental exhibit signed by 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. You acknowledge that You have 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.