



INFORMATICA NO CHARGE CLOUD AGREEMENT

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, INCLUDING THE APPLICABLE CLOUD DESCRIPTION SCHEDULE AND ANY SUCH ENROLLMENT FORM, SHALL BE KNOWN AS THE "AGREEMENT." THIS AGREEMENT GOVERNS YOUR USE OF THIS NO CHARGE INFORMATICA SOFTWARE-AS-A-SERVICE ("NO CHARGE CLOUD SERVICE"). BY ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY BOTH TO USE THE NO CHARGE CLOUD SERVICE AND TO BIND THE CUSTOMER TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL ALSO INCLUDE THE CUSTOMER. Informatica refers to Informatica LLC, a Delaware limited liability company located at 2100 Seaport Blvd., Redwood City, CA 94063, and its subsidiaries and Affiliates, the owner and provider of the No Charge Cloud Service. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with the party.

1. The No Charge Cloud Service. Informatica grants You a non-transferable, non-sublicensable right to authorize individuals within You and Your Affiliates ("Users") to use the No Charge Cloud Service specified in the enrollment form, or information displayed as part of the enrollment process ("Enrollment") solely for Your internal business purposes and subject to the applicable Cloud Description Schedule reproduced below or available at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/informatica-cloud-description-schedule.pdf> solely during the Term defined in Section 9 below. You may allow an Affiliate to exercise this right as long as You are responsible for the Affiliate's compliance with this Agreement. Informatica will make the No Charge Cloud Service, including generally available documentation related to the No Charge Cloud Service ("Documentation"), available to You over a network. Informatica may make modifications to the No Charge Cloud

Service and Documentation without a material negative impact during the Term. Informatica grants You a license to use and reproduce a reasonable number of copies of Documentation solely for Your internal business purposes. If the No Charge Cloud Service includes a subscription to an Informatica-branded computer program for installation on Your equipment ("Software"), Informatica grants You a non-transferable, non-sublicensable license to install and use such Software solely during the Term to support Your use of the No Charge Cloud Service. References to the No Charge Cloud Service in this Agreement include references to such Software. The No Charge Cloud Service includes support at Informatica's option, which may be modified or discontinued at any time. Except for the licenses and use rights above, this Agreement does not transfer any right, title, or interest in any intellectual property.

2. Restrictions. Your use of the No Charge Cloud Service is limited to the quantities specified in the Enrollment, if any. You are responsible for use by anyone who inputs Your valid User credentials and You will immediately notify Informatica if Your credentials are compromised or used without Your permission. You may not use the No Charge Cloud Service (i) for any unlawful or illicit purpose; (ii) to permit access by or use for the benefit of a third party, including use for outsourcing or as a service bureau; (iii) to transmit or store infringing, threatening, or otherwise tortious material; (iv) to damage, disrupt, or violate the security of the No Charge Cloud Service or other Informatica or third-party network or network service; or (v) for benchmarking or other competitive purposes. You may not allow more Users to use the No Charge Cloud Service than identified in the Enrollment or allow more than one individual to share a User account. You agree to not adapt, translate, reverse engineer, or decompile the No Charge Cloud Service or otherwise derive the source code for the No Charge Cloud Service or to allow third parties to do so. You may not remove any proprietary notices in the No Charge Cloud Service or create a derivative work of the No Charge Cloud Service. You are responsible for providing required notices and receiving required consents, including notices to and consents from data subjects, prior to transmitting data to or storing data in the No Charge Cloud Service, and for ensuring that such data does not violate a third party's intellectual property right; and You agree to indemnify Informatica for all losses arising from Your failure to do so. Informatica may suspend Your use of the No Charge Cloud Service and/or use by individual Users if Informatica determines that there is a material breach of the foregoing restrictions or governing law or that suspension is

needed to help prevent a security breach or interference with others' use of the No Charge Cloud Service.

3. Charges. Unless otherwise specified in the Enrollment, there are no charges for Your use of the No Charge Cloud Service.

4. Confidentiality. Confidential Information means information that a party designates or reasonably considers confidential, except solely to the extent publicly disclosed by the party, in the possession of the other party without confidentiality restriction prior to receipt pursuant to this Agreement, or independently developed by the other party. The No Charge Cloud Service, Documentation, and pricing in the Enrollment are confidential information of Informatica. Each party that receives Confidential Information ("Recipient") will require all individuals associated with Recipient or its Affiliates who have access to the Confidential Information to maintain its confidentiality, and will use the same degree of care, but not less than reasonable care, to protect Confidential Information as Recipient uses to protect its own similar confidential information. Each party acknowledges that monetary damages may be insufficient for breach of this provision and that a party shall be entitled to seek equitable relief without the necessity of posting a bond.

5. Data Protection. The Cloud and Support Security Addendum posted at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-security-addendum.pdf> identifies the security policies and commitments of Informatica for the No Charge Cloud Service. You are responsible for ensuring that these policies and commitments are adequate to meet any regulatory or other data confidentiality and security requirements applicable to the data You transmit to or store in the No Charge Cloud Service ("Customer Data"). The No Charge Cloud Service will automatically collect information about the operation, organization, and use of the No Charge Cloud Service, including the user ID, password, IP address and Metadata as described in the Cloud and Support Security Addendum but not including data that Customer processes or submits to the No Charge Cloud Service in the course of using the No Charge Cloud Service. Informatica collects all information described under this subsection as a controller and may use it for the purposes described in our privacy policy (available at: <http://www.informatica.com/privacy-policy.html>), including to improve the Products and customer experience and facilitate support services and usage suggestions. Where Your use of the No Charge Cloud Service includes the

processing of personal data by Informatica, the terms of the data processing agreement at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-data-processing-agreement.pdf> apply.

6. Feedback. You grant Informatica an unlimited, worldwide, royalty-free license to use for any purpose all feedback You provide concerning the No Charge Cloud Service.

7. Warranty Disclaimer. INFORMATICA AND ITS LICENSORS DO NOT WARRANT THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THE NO CHARGE CLOUD SERVICE, THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE NO CHARGE CLOUD SERVICE WILL BE ENTIRELY SECURE OR UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE OR SYSTEM NOT PRESCRIBED BY INFORMATICA. THE NO CHARGE CLOUD SERVICE IS PROVIDED TO YOU STRICTLY "AS IS". 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.

8. Limitation of Liability. EXCEPT FOR DAMAGES FOR BODILY INJURY OR TO TANGIBLE PROPERTY, AND DAMAGES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, THE LIABILITY OF INFORMATICA AND ITS LICENSORS ARISING FROM PROVISION OF THE NO CHARGE CLOUD SERVICE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, SHALL BE LIMITED TO THE GREATER OF TEN THOUSAND DOLLARS (\$10,000) OR ANY FEES YOU PAID FOR THAT NO CHARGE CLOUD SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE APPLICABLE LIABILITY. IN NO EVENT WILL INFORMATICA OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Term. This Agreement is effective as of the date that both parties sign the Enrollment or You click the acceptance check box ("Effective Date"). If the Enrollment identifies the No Charge Cloud Service as a trial, then the Term ends at the expiration of thirty (30) days (the "Trial Term"). At the expiration of the Trial Term, a No-Charge Subscription Term (defined below) will

begin. If the Enrollment identifies the No Charge Cloud Service as a 12 month no-charge subscription, then the Term ends at the expiration of twelve (12) months (“the No-Charge Subscription Term”). At the expiration of the No-Charge Subscription Term, a second No-Charge Subscription Term will begin unless either party notifies the other in advance, and such second No-Charge Subscription will not renew without the written agreement of both parties. Notwithstanding the foregoing, Informatica may terminate your access to the No Charge Cloud Service or any part thereof upon thirty (30) days’ notice.

10. Termination. This Agreement and Your right to use the No Charge Cloud Service terminate upon expiration of the Term. You must destroy all copies of Software and Documentation within five (5) days of termination and upon request certify in writing to such destruction. Either party may terminate this Agreement and Your right to use the No Charge Cloud Service if the other party (i) is in material breach incapable of being cured or remaining uncured thirty (30) days after receipt of written notice of breach or (ii) becomes insolvent or subject to bankruptcy proceedings or liquidation. Sections intended by their nature to survive termination of the Agreement survive termination.

11. Compliance with Laws. Each party acknowledges its obligation to comply with all applicable laws, rules, statutes and regulations (“Laws”) of the United States and other countries, including but not limited to Laws that restrict the export and reexport of goods, software or technology. You represent and warrant that Your provision of data to the No Charge Cloud Service for transmission or storage complies with all applicable Laws including without limitation Laws related to data privacy and security.

12. General Terms. Informatica is an independent contractor and Informatica personnel are not Your employees or agents for any purpose. Informatica can identify You as a customer unless You tell Informatica in writing but Informatica cannot attribute an endorsement to You without Your written consent. Neither party may assign the Agreement without the prior written consent of the other, except that Informatica may assign or transfer the Agreement to an Affiliate or as part of a merger, reorganization, or transfer of substantially all related assets. The Agreement is governed by California 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 waiver of or failure to exercise a right under this Agreement shall not be deemed a future waiver of the same or other rights. Any provision of this Agreement declared by a court of competent jurisdiction adjudicating a dispute between the parties to be invalid, illegal or unenforceable shall be severed from this Agreement and the other provisions shall remain in full force and effect. This Agreement including the Enrollment constitutes the entire agreement and supersedes any understandings between the parties relating to the subject matter hereof, and cannot be amended except by signature of both parties. Terms on purchase orders or other documents from You shall have no effect.