



## **INFORMATICA PARTNER PROGRAM AGREEMENT TERMS**

BY EXECUTING ANY INFORMATICA PARTNER PROGRAM PARTICIPATION FORM OR OTHER ORDER FORM THAT INCORPORATES THE TERMS OF THIS INFORMATICA PARTNER PROGRAM AGREEMENT BY REFERENCE, PARTNER AGREES TO BE BOUND BY THE FOLLOWING TERMS.

THESE TERMS, TOGETHER WITH ANY INFORMATICA PARTNER PROGRAM PARTICIPATION FORM, ANY APPLICABLE ORDER, THE THEN CURRENT INFORMATICA PARTNER PROGRAM GUIDE, GLOBAL CUSTOMER SUPPORT POLICIES, INFORMATICA PARTNER POLICIES, INFORMATICA PARTNER CODE OF BUSINESS CONDUCT AND ANY ADDITIONAL TERMS POSTED ON THE INFORMATICA PARTNER PORTAL CONSTITUTE THE "AGREEMENT" ARE ENTERED INTO BETWEEN THE INFORMATICA ENTITY ("INFORMATICA") AND THE PARTNER PARTY IDENTIFIED ("PARTNER") IN THE INFORMATICA PARTNER PROGRAM PARTICIPATION FORM SIGNED BY BOTH PARTIES. THIS AGREEMENT IS EFFECTIVE FROM THE LATER OF THE START DATE STATED IN THE INFORMATICA PARTNER PROGRAM PARTICIPATION FORM OR THE LAST SIGNATURE DATE ("EFFECTIVE DATE").

### **1. Definitions**

The following definitions apply to the Agreement:

**Affiliate** means 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. Subject to the execution of a separate Informatica Partner Program Participation Form and additional due diligence and certification, the Parties agree this Agreement may be used by Partner Affiliates and all rights and obligations of Partner hereunder shall apply to Partner's Affiliates.

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

**End-User:** means any person or company that uses an Informatica Product solely for its own internal business purposes.

**Informatica Product(s)** means Software and Cloud Services made generally available by Informatica and described in the Informatica Cloud and Product Description Schedule applicable at the time of the relevant Order ("Order").

**Order** means the Informatica order forms for the reselling or sublicensing of subscriptions or licenses to the Products and Support Services by Partner to End-User and which may be sometimes referred to as an Exhibit A.

**Partner Program** means the Informatica Partner Program as described in the Program Guide and Partner Portal.

**Partner Portal** means the Informatica partner portal website accessible to members of Informatica's Partner Program. The Partner Portal is found at <https://partners.informatica.com/public/partner-welcome.html>.

**Educational Services** mean the public university or training services respectively, provided by Informatica either remotely via the Internet or in person available on Informatica University Services website at <https://www.informatica.com/services-and-training/informatica-university.html>, excluding Informatica Global Education Services' Passport(s) and any training services provided by authorized training partners.

**Program Guide** means the Partner Program Guide that outlines annual membership benefits and participation requirements.

**Software** means Informatica-branded computer programs that may be installed on equipment owned or operated by an End User or a third party on its behalf.

**Support Services** means access to Informatica's help desk and to updates, upgrades, patches and bug fixes provided in accordance with the Informatica Global Customer Support Guide available at <https://network.informatica.com/docs/DOC-3015>.

### **2. Membership Application and Partner Level.**

The Informatica Partner Program is a membership program. Upon application to join the Partner Program, if accepted, the Partner will be authorized by Informatica to participate on a non-exclusive basis in its Partner Program and level. The application process for the initial term and any subsequent term ("Term") includes satisfactory completion of Informatica's Partner Questionnaire and Annual FCPA Certification process. Partner must also execute a new Informatica Partner Program Participation Form.

Subject to an active Partner Program Agreement, Partner will be given access to the Partner Program benefits applicable to the enrolled and then current Partner Program and level. Partner membership level or benefits may vary during the Term based on the eligibility criteria for each Partner Program and level and are subject to change at Informatica's discretion. The Informatica Partner Program policies are located on the Informatica Partner Portal site. Informatica may, in its discretion, decline any application and/or transaction proposed by Partner.

### **3. Rights and Obligations**

3.1 Partner will assist Informatica in the sale and marketing of Informatica Products and Support Services and/or Educational Services during the Term pursuant to the Program Guide and Partner's applicable program and level as follows:

- (i) market Informatica Products and/or Educational Services within Partner's designated Territory;
- (ii) Maintain the expertise on Informatica Products

necessary to participate in Informatica sales and pre-sales activities, such as demonstrations and proofs of concept;

(iii) Pursue joint opportunities with Informatica which include the sale of subscriptions to Informatica Products, associated Support Services and/or Educational Services;

(iv) During the term of the Agreement, maintain personnel who are knowledgeable and trained in the use of the then current versions of Informatica Products or in the Educational Services and at least one Partner contact who will act as the Alliance Manager between the Partner and Informatica;

(v) Cooperate with Informatica in matters relating to the marketing, sales and support of Informatica Products and/or Educational Services;

(vi) Avoid deceptive, misleading, false or unethical practices which are or might be detrimental to Informatica.

Partner is entitled to receive a reasonable access to Informatica Products solely for providing internal training to Partner's own employees and demonstrations and proofs of concept to End Users ("Informatica Temporary Subscriptions"). The number of copies of Informatica Temporary Subscriptions is at Informatica's discretion. The Informatica Temporary Subscriptions may not be used for (i) the processing of End User or other third-party data in any way including but not restricted to customer/End-User assessments, audits or projects, (ii) development of any type (iii) to provide training to third parties (iv) to perform competitive analysis or benchmark testing without Informatica's prior written consent. Informatica may, at any time, review and validate Partner's and/or End-User's use of Informatica Products and other materials provided under the Agreement, and Partner will provide information and access as reasonably necessary for that review.

**3.2 Training for Partners.** Partner may purchase Informatica Educational Services and Accreditation for its employees at the applicable discounts of the then current Informatica University Price List described in the Partner Program Guide or on the Informatica Partner Portal.

**3.3 Technical Support (Informatica Support and Informatica Network).** As part of membership in the Partner Program, Partner will be entitled to receive the Informatica Support Services made available as per the Partner Level via Informatica's online technical support portal, Informatica Network. Partner shall designate a number of employees as primary and alternate Support Services contacts as per the program level applicable to Partner ("Authorized Contacts") and notify Informatica upon any change in contacts. Only Partner Authorized Contacts trained in the use of the Informatica Products shall be permitted to open technical requests and interact with Informatica's Support Services organization. Partner may only log in requests with Informatica related to its own use of the Informatica Products pursuant to this Agreement and not on behalf of any End-Users.

#### **4. Term and Termination**

**4.1 Term.** Unless otherwise terminated in accordance with these terms, this Agreement will remain in effect for the period of two (2) years started from the Effective Date stated in each Informatica Partner Program Participation Form.

**4.2 Termination.** Either Party may terminate this Agreement upon written notice to the other Party if the other Party: (a) is in default of any obligation under this Agreement including but not limited to the Partner Program and Informatica's Partner Code of Conduct that is (i) incapable of being cured, or (ii) capable of being cured, but has not been cured within thirty (30) days after receipt of written notice of the default, (b) any failure to complete or comply with the Informatica Annual Partner Certification or (c) 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.

**4.3 Effects of Termination.** Upon termination of an Agreement, all of Partner's rights under the Agreement shall immediately cease and, within ten (10) days of the termination or expiration, Partner will certify to Informatica that Partner has returned to Informatica or destroyed any copies of the Informatica Products Partner will not be entitled to refund of any fees paid prior to the termination, and all fees payable by Partner for time periods after the termination date remain due and payable. Upon Informatica's discretion, any Order (including renewals) still in force at the termination of this Agreement shall remain in force until its full completion in accordance with this Agreement. This Agreement shall survive for the purpose of the surviving Order (including any renewal) but no new Order(s) can be executed after the effective date of the termination of this Agreement. Each Party will return to the other Party or destroy any Confidential Information of the other Party which is then in its possession. The termination of this Agreement shall not relieve a Party of its outstanding obligations under the Agreement or applicable Orders, including, without limitation, payment obligations, if any. Sections 5 through 10 shall survive termination of this Agreement.

#### **5. Confidentiality.**

"Confidential Information" means 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, markets or finances of the disclosing party ("Discloser") disclosed to the other party ("Recipient") which is identified as confidential at the time of disclosure either orally or in writing; or due to its character and nature, a reasonable person under like circumstances would understand to be confidential. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential". The parties hereby agree that: (i) the Informatica Products and all related technical and financial information (including the terms of this Agreement) furnished in any manner by Informatica, is as the Confidential

Information of Informatica; (ii) any confidential information of any End-Users or prospects disclosed to the Recipient; (iii) Recipient will instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the Discloser to maintain the confidentiality of the Confidential Information; (iv) Recipient will exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient's own confidential property; and (v) Recipient will not disclose the Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors except on a "need to know" basis. Recipient agrees to undertake whatever action is reasonably necessary to remedy a breach of Recipient's confidentiality obligations set forth herein or any other unauthorized disclosure of the Confidential Information by Recipient, its employees, its agents or contractors. The confidentiality provisions of this Section will not apply to any information which (i) Recipient can demonstrate was in its possession before receipt, (ii) is or subsequently becomes publicly available without Recipient's breach of any obligation owed the disclosing party, (iii) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose that information or (iv) Recipient can demonstrate was independently developed without reliance on any Confidential Information.

## 6. General Payment Terms.

Except as provided below, Partner shall pay amounts or fees due to Informatica within thirty (30) days of invoice receipt. A late charge no greater than the maximum amount permitted by law will be assessed for all invoices over thirty (30) days past due. Informatica may suspend or terminate the impacted Product or Support Services if any invoice remains unpaid more than thirty (30) days. Partner shall pay applicable sales, use, goods and services, value-added, or equivalent "indirect" taxes and duties unless Partner timely gives Informatica documentary evidence of exemption as prescribed by the tax authorities. Informatica shall ensure Informatica's invoices state taxes separately and meet local statutory invoicing requirements to enable Partner to seek recovery of the indirect taxes collected and remitted by Informatica.

Partner's payment obligations to Informatica are not contingent upon payment by the End User to Partner. Informatica may periodically conduct a credit check, and in its discretion, require advance payment of fees prior to delivery of Informatica Products or decline to accept an order.

## 7. Intellectual Property Rights.

7.1 Informatica Products, Informatica Educational Services and Informatica Trademarks (as defined below) are the property of Informatica and Informatica retains all title and ownership rights in Informatica Products and Informatica Trademarks, and associated goodwill. Partner will not remove from view any copyright legend, Informatica Trademark or confidentiality notice appearing on any Informatica Products, Informatica Educational Services or the output of the Informatica Products or Informatica Educational Services or

adapt, translate, reverse engineer, decompile or otherwise derive the source code for any Informatica Products or Informatica Educational Services. Except as specifically permitted by this Agreement, Partner will not directly or indirectly use any Product, Informatica Educational Services or Informatica Confidential Information to create any computer software program or user documentation which is substantially similar to any Informatica Product or Informatica Educational Services. Partner also agrees not to disclose the results of any performance or functional evaluation or test of the Informatica Product to any third party without the prior written consent of Informatica. Partner will not use any Informatica Products or Informatica Trademarks, either directly or indirectly, for the benefit of any third parties (other than potential End Users of Informatica Products) or competitors of Informatica.

7.2 Trademarks. During the term of an Agreement, Partner may display and use the Informatica logos, trademarks applicable to the Informatica Products or Informatica Educational Services ("Informatica Trademarks") solely for purposes of the Agreement and solely in accordance with the Informatica Branding Guidelines available here <https://partners.informatica.com/marketing/brand.html> or the Partner Portal. Informatica may use the Partner's logos and trademarks ("Partner Trademarks") in connection with Partner's membership of the Partner Program. Upon the expiration or termination of the Agreement, each Party will stop using or displaying the other Party's Trademarks. Partner will not contest any Informatica Trademark, apply for registration of any Informatica Trademark or use or apply for registration of any trademark which is confusingly similar to an Informatica Trademark.

## 8. Warranty and Indemnification.

8.1 Warranty. Except as expressly set forth in this Agreement or in any form, Informatica makes no other warranties, express or implied including any implied warranty of merchantability or fitness for a particular purpose.

8.2 Patent, Trade Secret and Copyright Indemnification. Informatica will indemnify, defend and hold Partner harmless from any third-party claim of patent, trade secret or copyright infringement asserted against Partner by virtue of Partner's use of the Informatica Products, provided that: (i) Informatica is given prompt written notice of the claim, (ii) Informatica has the right to control and direct the defense of the claim and (iii) Partner shall fully cooperate with Informatica in the defense. Informatica shall have no liability for any claim of infringement that results from: (i) any modification of the Informatica Products by Partner, (ii) any failure by Partner to implement updates to the Informatica Products as supplied by Informatica or (iii) the combination, operation, or use of the Informatica Products with non-Informatica programs, data or documentation, if the infringement would have been avoided by the use of the Informatica Products without the combination, operation or use. In the event any Informatica Product, in Informatica's opinion, is likely to or does become the subject of a claim of infringement, Informatica may at its sole option and expense to: (i) modify the Informatica Product

to be non-infringing; (ii) obtain for Partner a license to continue using the Informatica Product or (iii) terminate the license for the impacted Products, accept return of those Informatica Product and refund to Partner a pro rata portion of the license fee paid to Informatica for the impacted Informatica Product, based on a straight line depreciation over a five year term beginning on the Effective Date. The foregoing states the entire liability and obligation of Informatica with respect to any infringement or claims of infringement by the Informatica products, or any part thereof, of any patent, copyright, trade secret or other proprietary right.

8.3. Limitation of liability. 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 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 AND ITS LICENSORS TO PARTNER ARISING FROM A PARTNER PROGRAM AGREEMENT OR THE USE OF INFORMATICA 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.

Informatica has no responsibility or liability with respect to any content or data that Partner processes with the Informatica Products.

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 ARE NEGOTIATED AND AGREED UPON ESSENTIAL COMPONENTS OF THEIR AGREEMENT AND NEITHER PARTY WOULD ENTER INTO THE AGREEMENT WITHOUT THOSE TERMS.

## 9. Personal Data Protection

The Parties agree to comply with any and all applicable data protection or privacy laws or regulations ("Data Protection Laws"). Each Party will provide any required notices to and obtain any consents required to be obtained by that Party from data subjects under Data Protection Laws prior to disclosing personal data to the other. The other Party will maintain and use such personal data in accordance with its privacy policy, which will comply with Data Protection Laws or, if disclosed for processing on the disclosing party's behalf, in accordance with a data processing agreement to be agreed between the Parties.

## 10. General Provisions.

10.1 Independent Contractors. Informatica and Partner are strictly independent contractors and shall so represent themselves to all third parties. Neither Party has the right to bind the other in any manner whatsoever and nothing in this Agreement shall be interpreted to make either Party the agent or legal representative of the other or to make the parties joint venturers.

10.2 Compliance with Laws. Each Party will comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency which apply to or result from its obligations under this Agreement (collectively, "applicable laws"). Partner (a) will comply with Informatica's Partner Code of Conduct available at <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/informatica-partner-code-of-conduct.pdf> and applicable laws relating to (i) export or re-export directly or indirectly (including via remote access) of any Informatica Products or associated Confidential Information, including the Export Administration Regulations of the US Department of Commerce and the Enhanced Proliferation Control Initiative; and (ii) public integrity, anti-bribery and anti-corruption of any applicable jurisdiction, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act; and (b) will not make any offer, promise, gift or payment of money, gratuity, or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage, in connection with any business venture, contract or commercial endeavor arising in whole or in part from this Agreement. Informatica shall require Partner to confirm compliance with the above annually by signing the Informatica Annual Partner Certification. Partner will indemnify and defend Informatica, its Affiliates, officers, directors, agents and employees ("Informatica Indemnitees"), against any fees, fines, costs, liens, expenses, liens, claims, judgments or other liabilities that any Informatica Indemnitee may incur as a result of Partner's acts or omissions relating to these obligations.

10.3 Assignment. Partner may not assign this without Informatica's prior written consent, which will not be unreasonably withheld. A change in control of a party will be considered an assignment for purposes of this Agreement. Any attempted assignment in violation of the foregoing limitation will be null and void.

## 10.4 Governing Law.

FOR North America Partners - This Agreement will be governed by California, excluding its choice of law rules, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute will be brought in the San Mateo County Superior Court or the federal court for the Northern District of California. If an action is brought to enforce the provisions of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees and expenses. Use, duplication or disclosure of Informatica Products by the U.S. Government is subject to the terms of this Agreement except that this Agreement will be governed by federal law. FOR EMEA Partners - This Agreement will be governed by the laws of Republic of Ireland, excluding its choice of law rules and the United Nations Convention on Contracts for the

International Sale of Goods. Any dispute will be brought in the Irish courts.

FOR APAC Partners - This Agreement will be governed by the laws of Singapore, excluding its choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute will be brought in the Singapore courts.

10.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter. This Agreement may be amended or supplemented only in writing and signed by an authorized representative of each Party. The pre-printed terms in any purchase order issued by a party will be of no effect. No waiver of any right or remedy on one occasion by either Party will be deemed a waiver of that right or remedy on any other occasion. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

10.6 Force Majeure. A Party is not liable for non-performance of this Agreement, if the non-performance is caused by events or conditions beyond that party's control and 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.

10.7 Non-Solicitation. During the term of this Agreement and for one year thereafter, each party agrees not to actively solicit for employment any employee or representative of the other party who are involved in the activities covered by this Agreement without the prior written consent of the other Party. This provision does not restrict general advertisements of employment or the rights of any employee of one Party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other Party and under those circumstances, for the other Party to hire that employee.