

**Informatica Cloud Subscription Addendum
to the License to Use Informatica Software**

BY EXECUTING ANY EXHIBIT A OR OTHER ORDER FORM THAT INCORPORATES THE TERMS OF THIS INFORMATICA CLOUD SUBSCRIPTION ADDENDUM ("ADDENDUM") 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 AND THE PREVIOUSLY EXECUTED LICENSE TO USE INFORMATICA SOFTWARE SHALL BE KNOWN AS THE "AGREEMENT." THIS AGREEMENT AND ANY OTHER EXHIBITS TOGETHER CONSTITUTE THE AGREEMENT THAT GOVERNS YOUR USE OF THE INFORMATICA CLOUD SERVICES, DESCRIBED MORE FULLY IN THE APPLICABLE CLOUD DESCRIPTION SCHEDULE, PRODUCT DESCRIPTION SCHEDULE OR ADDRESSDOCTOR PRODUCT DESCRIPTION SCHEDULE ("SCHEDULE(S)") WHICH ARE INCORPORATED HEREIN. 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.

1. SUBSCRIPTION GRANT AND USE

Cloud Services means Informatica-branded offerings made available to Customer on demand via the Internet from equipment owned or operated by or for Informatica. Informatica grants Customer and Customer Affiliates a non-exclusive, non-transferable, worldwide right to authorize individuals solely within Customer's and Customer's Affiliates' organization ("Users") to access or exchange data via the Cloud Services during the Term (as defined in Section 7 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 Customer's 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 Customer's 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). Informatica grants to Customer, as part of and in support of its subscription to the applicable Cloud Service(s), a limited, non-exclusive, non-transferable, non-sublicensable right and license to use such Software strictly in accordance with the terms and limitations set forth in such Schedule(s) during the Term in support of the Cloud Service. All references to a Cloud Service herein include such associated Software and use of such Software must comply with the license grant herein. 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.

2. CUSTOMER'S RESTRICTIONS AND OBLIGATIONS

Use of the Cloud Service shall be limited to the terms and conditions set forth in the Schedule(s), as applicable, current at the time of licensing, a copy of which shall be made available to Customer upon request. Customer cannot make the Cloud Service available to unauthorized third parties. The Cloud Service may not be used for outsourcing or service bureau purposes or otherwise processing third party data for the benefit of any third party. Customer cannot relicense, rent or lease the Cloud Service for third-party training or commercial time-sharing. Customer agrees that Customer will not distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Cloud Service or any portion thereof, and shall not use the Cloud Service except as expressly permitted hereunder. No third-party software that is provided with the Cloud Service may be used independently from the Cloud Service. 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 the Cloud Service or any of the related features of the Cloud Service or to allow third parties to do so. Customer cannot use the Cloud Service for benchmarking or other competitive purposes.

3. SUPPORT SERVICES

Support Services means, as applicable to Customer's order, access to Informatica's help desk and to updates, upgrades, patches and bug fixes. Informatica will provide the Support Services for the Cloud Service 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 warrants to Customer that no such modification will materially degrade the Support Services.

4. PAYMENT OF FEES FOR SERVICE

Customer will pay all fees and charges for Cloud Services as per the applicable Order. Those fees will cover the Term in the Order unless otherwise specified in the Order. Customer will be billed shortly after contract execution for the first term of Cloud Services. In cases of a multi-year subscription, unless otherwise stated in the Order Informatica will invoice annually in advance of the Term anniversary. Fees for the subsequent years' renewals of the Cloud Services or the subscription based license will be invoiced annually approximately sixty (60) days prior to the start of each such annual subscription. 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 Cloud Services in the event that any invoice remains unpaid in excess of thirty days. Upon the expiration of the Term, the subscription to the Cloud Services and/or the transactions in the applicable Order will automatically renew for an annual Term unless Customer gives notice at least sixty (60) days in advance of renewal or both parties have agreed otherwise in writing. Informatica may increase the fees for such renewal Term by four percent (4%) from the annualized fee paid in the prior year. Each year within a specified term requires payment in exchange for the continued provision of Cloud Service. Quantities of Cloud Services may not be decreased during the relevant subscription term. Customer acknowledges and agrees

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

5. PRIVACY AND SECURITY

Informatica follows the privacy policy available at <https://www.informatica.com/privacy-policy.html>. Cloud Services may use third-party data centers, which are independently audited. Based on Informatica's reasonable diligence Informatica complies with all laws applicable to Informatica as the provider of the Cloud Services. Informatica processes Customer Data (as defined in Section 6) via the Cloud Services on behalf of Customer only and in accordance with the terms of this Agreement and any reasonable instructions that Customer might give Informatica from time to time. Informatica reserves the right to hire other companies to provide services on Informatica's behalf in connection with Informatica's provision of the Cloud Service. Informatica will prohibit such subcontractors from using Customer Data for any purpose other than to perform services on Informatica's behalf. Informatica reserves the right to transfer Customer Data to the U.S. and other countries for processing in connection with Informatica's 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 Exhibit to the Informatica License and Services Agreement available here to <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 Your use of the Cloud Services includes the processing of personal data, 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, is are hereby incorporated by reference.

6. WARRANTY

Informatica warrants that the Cloud Services are provided in a manner consistent with the applicable documentation under normal use and circumstances. Customer warrants that (i) Customer 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 gives Informatica is correct, and any data, information or material that Customer and Customer's 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) Customer 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 Services. Customer agrees to back up all Customer Data. Customer owns all Customer Data. Informatica does not own 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 acknowledges 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 Customer is absolved of Customer's responsibility to safeguard this type of data. Customer will not: (i) use the Cloud Services in violation of applicable laws and regulations; (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. Customer will fully indemnify and defend Informatica and Informatica's agents, officers, directors, and employees against any and all fees, fines, costs, liens, judgments and expenses that any such person(s) may incur as a result of any potential or actual violation of this provision. INFORMATICA AND INFORMATICA'S 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 Informatica is not responsible for and disclaim all liability for any delays, failures or damage resulting from such problems. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE CLOUD SERVICES, 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. TERM AND TERMINATION; SUSPENSION

The term for each Cloud Service ("Term") is: (i) the time period specified in the Order, commencing on the date of availability 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 Schedule(s), as applicable, unless specifically stated in the Order.

Either party has the right to terminate this Addendum and any and/or all rights granted under this Addendum 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.

Immediately upon termination, the licenses granted hereunder and rights to use shall terminate, and Customer must stop using the Cloud Service. Within five (5) days after termination, Customer will de-install associated Software and all copies thereof and (a) return to Informatica the Software in the form provided by Informatica and all copies in whole or in part made by Customer; or (b) upon request by Informatica destroy the Software and all copies, and certify in writing that they have been destroyed.

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

8. INTELLECTUAL PROPERTY INDEMNIFICATION

The Cloud Service is covered by the intellectual property indemnification in the License to Use Informatica Software. Any refund provided as part of such indemnification will be prepaid and unearned fees covering the remainder of the Term.

9. LIMITATION OF LIABILITY

INFORMATICA'S TOTAL FINANCIAL RESPONSIBILITY FOR LIABILITY ARISING FROM THE PROVISION OF THE CLOUD SERVICES SHALL BE LIMITED TO FEES PAID FOR THAT SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE APPLICABLE LIABILITY. EXCEPT IN THE CONTEXT OF A LIABILITY ARISING FROM A BREACH OF INFORMATICA'S INTELLECTUAL PROPERTY RIGHTS, BREACH OF CONFIDENTIALITY, A VIOLATION OF APPLICABLE LAW, OR A PAYMENT OBLIGATION, IN NO EVENT WILL EITHER PARTY OR ITS 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. Informatica has no responsibility or liability with respect to any content or data that Customer processes with the Cloud Service. Customer acknowledges and agrees that (i) the Cloud Services 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 the Cloud Service is a "data controller" or similar under applicable law with respect to Customer's content or data. Customer acknowledges and agree that as between Customer and Informatica Customer is the sole "data controller" and Customer ensure that Customer 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. 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. NOTICE

Informatica occasionally may need to notify Users of the Cloud Service of important announcements regarding operation of the Cloud Service, such as notice of downtime or renewal reminders, and may do this by electronic mail or online notice.

11. PRECEDENCE

In the event of any conflict between the provisions of the body of the Agreement and this Addendum with respect to the Cloud Service, this Addendum shall prevail.

This Addendum, the Agreement, the attached exhibits and each supplemental exhibit signed by the parties constitutes the entire agreement between the parties with respect to the Cloud Service and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties.