

DATA PROCESSING AGREEMENT

This Data Processing Agreement (the “DPA”) is incorporated into the agreement or order pursuant to which Customer obtains the right to use the Services (the “Master Agreement”) (collectively, the “Agreement”).

1. DEFINITIONS

1.1 **“Affiliate”** means, as to any entity, any other entity that, directly or indirectly, controls, is controlled by, or is under common control with such entity through majority ownership.

1.2 **“Data Protection Law”** means any and all data protection laws and regulations that apply to the Processing of Personal Data by Informatica under the Agreement.

1.3 **“Data Subject”** means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.4 **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.5 **“Informatica”** means the applicable Informatica Group entity that entered into the Master Agreement.

1.6 **“Informatica Group”** means, collectively, Informatica LLC, Informatica Ireland EMEA UC, and their Affiliates.

1.7 **“Personal Data”** means any data that: (a) is deemed “personal data” or “personal information” (or other analogous variations of such terms) under Data Protection Law; and (b) that Customer submits using the Services for Informatica to Process on Customer’s behalf.

1.8 **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

1.9 **“Process”** or **“Processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.10 **“Services”** means any of the following services provided by Informatica pursuant to the Master Agreement: (a) Informatica-branded product offerings made available via the Internet from equipment owned or operated by or for Informatica, (b) consulting or training services provided by Informatica either remotely via the Internet or in person, and (c) any support services provided by Informatica, including access to Informatica’s help desk.

1.11 **“Standard Contractual Clauses”** means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in third countries, the text of which is available at: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>.

2. DATA PROCESSING AND PROTECTION

This DPA applies when Informatica processes Customer’s data for which Informatica will act as “processor” or “service provider” (or other analogous variations of such terms) under Data Protection Law.

2.1 **Limitations on Use.** Informatica will process Personal Data only: (a) in a manner consistent with documented instructions from Customer, including (i) to provide the Services, (ii) as permitted under the Agreement, including as specified in Attachment 1 to this DPA, and (iii) consistent with other reasonable instructions of Customer; and (b) with prior notice (unless notice is legally prohibited), as required by applicable law. Without limiting the foregoing, Informatica will not collect, retain, use, or disclose the Personal Data for any purpose other than as necessary for the specific purpose of performing the Services, including not collecting, retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the Services.

2.2 **Confidentiality.** Informatica will ensure that persons authorized by Informatica to Process any Personal Data are subject to appropriate confidentiality obligations.

2.3 **Security.** Informatica will protect Personal Data in accordance with requirements under Data Protection Law, including by implementing appropriate technical and organizational measures designed to protect Personal Data against Personal Data Breach per Informatica’s Cloud and Support Security Addendum (current copy of which is available here: <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/online-cloud-and-support-security-addendum.pdf>).

2.4 **Return or Disposal.** At the choice of Customer, delete or return (or will enable Customer to delete or retrieve) all Personal Data after the end of the provision of Services (unless applicable law requires Informatica to store any Personal Data).

2.5 **Customer Obligations.** Customer will not instruct Informatica to perform any Processing of Personal Data that violates any Data Protection Law. Informatica may suspend Processing based upon any Customer instructions that Informatica reasonably suspects violate Data Protection Law. Subject to the cooperation of Informatica as specified in this DPA, Customer will be solely responsible for safeguarding the rights of Data Subjects. Customer will promptly notify Informatica about any faults or irregularities in the Processing by Informatica discovered by Customer.

3. DATA PROCESSING ASSISTANCE

3.1 **Data Subject’s Rights Assistance.** Taking into account the nature of the Processing of Personal Data by Informatica under the Agreement, Informatica will provide reasonable assistance to Customer by appropriate technical and organizational measures, insofar as possible and as necessary, for the fulfilment of Customer’s obligations to respond to requests for exercising Data Subject’s rights under Data Protection Law (including Chapter III of the GDPR, as

applicable) with respect to Personal Data solely to the extent Customer does not have the ability to address such Data Subject request without such assistance.

3.2 Security Assistance. To assist Customer in its efforts to ensure compliance with the security requirements under Data Protection Law including Article 32 of the GDPR, Informatica has made available to Customer its Cloud and Support Security Addendum per section 2.4 above.

3.3 Data Protection Impact Assessment Assistance. Taking into account the nature of Informatica's Processing of Personal Data and the information available to Informatica, Informatica will provide reasonable assistance to Customer as required for Customer to comply with its obligations under Articles 35 and 36 of the GDPR in connection with Informatica's Processing of Personal Data under the Agreement.

3.4 Personal Data Breach Notice and Assistance. Informatica will notify Customer without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of Processing and the information available to Informatica, Informatica will provide reasonable assistance to Customer as may be necessary for Customer to satisfy any notification obligations required under Data Protection Law (including Articles 33 or 34 of the GDPR) related to any Personal Data Breach.

4. AUDITS.

Informatica will allow for and contribute to audits as follows: (a) Once every 12 months, Customer may request to review a summary of Informatica's SOC 2 Type 2 audit report regarding the Processing activities covered by this DPA; (b) Customer or a third party auditor reasonably acceptable to Informatica may conduct an on-site audit of Informatica's processing activities as required by a supervisory authority or Data Protection Law. Such on-site audit must (i) be scheduled on at least 45 days advance notice at a mutually agreed date and time; (ii) occur during Informatica's normal business hours; (iii) be permitted only to the extent required to assess Informatica's compliance with this DPA; (iv) comply with the policies, procedures, and other restrictions reasonably imposed by Informatica and, if applicable, the Subprocessor; and (v) not unreasonably interfere with Informatica's business activities. Customer's auditor will not be entitled to access information subject to third-party confidentiality obligations. Customer will provide written communication of any audit findings to Informatica, and the results of the audit will be the confidential information of Informatica.

5. SUBPROCESSORS

Customer authorizes Informatica to use Informatica's Affiliates and third-party subprocessors to Process Personal Data in connection with the provision of Services to Customer ("**Subprocessor**"). Customer may view the list of current Subprocessors at the following link: <https://www.informatica.com/legal/informatica-subprocessors.html>. Informatica will provide Customer with notice of any intended changes concerning the addition or replacement of its Subprocessors, and provide Customer with the opportunity to object to such changes. If Customer objects to any Subprocessor, Informatica may terminate the Agreement immediately upon notice to Customer without liability. Informatica will impose data protection obligations upon any Subprocessor that are no less protective than those included in this DPA. Informatica shall remain liable to Customer for a Subprocessor's failure to fulfill its data protection obligations.

6. DATA TRANSFERS

Personal Data may be transferred to any country in which Informatica or its Subprocessors maintain facilities. This Section 6 only applies to the transfer of Personal Data from the European Economic Area (“EEA”) or Switzerland to a third country that has not been deemed adequate by the European Commission (for transfers from the EEA) or Federal Data Protection and Information Commissioner (for transfers from Switzerland).

6.1 Privacy Shield. Informatica LLC and its U.S. Affiliates (collectively, “**Informatica US**”) have certified compliance under the EU-U.S. Privacy Shield Principles. For Personal Data transferred from the EEA to Informatica US, Informatica US will provide at least the same level of privacy protection as is required by the EU-U.S. Privacy Shield Principles. Informatica will notify Customer if Informatica US determines it can no longer meet its obligations under this Section 6.1. Informatica US will take reasonable and appropriate steps to stop and remediate, and will cooperate with Customer’s reasonable requests regarding, any unauthorized processing of such Personal Data by Informatica. Informatica US may provide a summary or a representative copy of the relevant privacy provisions of this DPA to the U.S. Department of Commerce upon request. Informatica and Customer hereby agree that transfers of Personal Data from the EEA to Informatica US will be conducted pursuant to Section 6.2 below if the EU-U.S. Privacy Shield becomes invalid under applicable law or the order of a court or governmental body,

6.2 Other Data Transfers from Customer to Informatica. For Personal Data transferred from the EEA other than pursuant to Section 6.1, or from Switzerland, Informatica will conduct the transfer: (a) pursuant to the Standard Contractual Clauses; or (b) any other data transfer mechanism permitted under Data Protection Law, such as binding corporate rules. For purposes of the Standard Contractual Clauses, the following terms will apply: (i) Customer and Informatica will be deemed to have executed the Standard Contractual Clauses as of the effective date of this DPA; (ii) Customer will be referred to as the “Data Exporter” and Informatica will be referred to as the “Data Importer” in the clauses with relevant company name and address details from the Master Agreement being inserted accordingly; (iii) details in Attachment 1 to this DPA will be used to complete Appendix 1 of those clauses, as appropriate; and (iv) details in the Cloud and Support Security Addendum will be used to complete Appendix 2 of those clauses.

6.3 Informatica Data Transfers to Subprocessors. This Section 6.3 applies only if “Informatica” refers to an entity of the Informatica Group based in the EEA. If Informatica transfers Personal Data to a Subprocessor other than to Informatica US pursuant to Section 6.1, then Informatica shall enter into the Standard Contractual Clauses with the Subprocessor on Customer’s behalf, and the Subprocessor will be the “data importer” and the Customer will be the “data exporter”.

7. MISCELLANEOUS

7.1 If there is a conflict (a) the terms of this DPA will prevail over the terms of the Master Agreement and (b) the Standard Contractual Clauses will prevail over this DPA. Except for the matters covered by this DPA, all terms of the Master Agreement, remain in effect. Capitalized terms not defined in this DPA have the same meaning as in the Master Agreement. Except as otherwise stated in the Master Agreement, this DPA and the Standard Contractual Clauses will automatically terminate upon the termination or expiration of the Master Agreement.

Attachment 1 - Scope of Processing

Subject-Matter and Duration of Processing

Informatica Processes Personal Data for the subject matter specified under the Master Agreement and until the Master Agreement terminates or expires, unless otherwise agreed upon by the parties in writing. In particular, the subject matter is determined by the Service(s) to which Customer subscribes and the data which Customer uploads to the Service.

Nature and Purpose of Processing (including Processing Operations)

The nature and purpose of Processing is determined by the Service(s) to which Customer subscribes and the data which Customer uploads to the Service. For instance:

1. Data Integration Cloud Services Process data uploaded to the Service, including Personal Data if uploaded, to connect, transform, and integrate data, applications, and processes across on-premise and cloud systems.
2. Data Management, Quality, and Governance Cloud Services Process data uploaded to the Service, including Personal Data if uploaded, to help Customer understand and enrich data, to help ensure that data are relevant and trustworthy, and to help optimize compliance and business value from data.
3. Infrastructure Hosting Services Process data uploaded to the Service, including Personal Data if uploaded, in accordance with the function performed by the Informatica software product that Informatica is hosting for Customer.
4. Data-as-a-Service Address Content and Web Services (including Address Verification, Email Verification, Global Phone Number Validation, and SMS Alerts and Notifications) Process data uploaded to the Service, including Personal Data if uploaded, to help verify and enrich contact data.

Types of Personal Data

Other than in connection with Data-as-a-Service Address Content and Web Services, Customer controls the types of Personal Data uploaded via the Services for Processing. Data-as-a-Service Address Content and Web Services may Process postal addresses, email addresses, and/or telephone numbers, in accordance with the specific Service to which Customer subscribes.

Special Categories of Personal Data

None anticipated, but Customer controls the types of Personal Data processed via the Services.

Categories of Data Subjects

Customer controls the categories of Data Subjects to which the Personal Data relates. For instance, Customer may Process via the Services Personal Data that relates to its current or prospective customers, employees or business partners.