PROFESSIONAL SERVICES AGREEMENT

THESE TERMS AND CONDITIONS APPLY TO THE PROVISION OF PROFESSIONAL SERVICES RELATED TO YOUR USE OF INFORMATICA SOFTWARE TO YOU ("CUSTOMER") BY INFORMATICA. YOU ACCEPT THESE TERMS BY SIGNING A STATEMENT OF WORK OR OTHER SIMILAR DOCUMENT REFERENCING THESE TERMS. THESE TERMS AND THE SOW CONSTITUTE THE AGREEMENT BETWEEN THE PARTIES ("AGREEMENT"). THE AGREEMENT APPLIES BETWEEN YOU AND THE INFORMATICA COMPANY FROM WHICH YOU PURCHASE THE SERVICES, BE THAT INFORMATICA LLC OR A SUBSIDIARY COMPANY ("INFORMATICA")

1. Services to be Performed. Informatica shall provide consulting services in connection with Customer's use of Informatica software as set forth in statements of work (SOW) executed by the parties from time to time. Each SOW is a separate and distinct contractual commitment. Each SOW must be executed by Customer and Informatica. If the terms of the SOW conflict in any way with the terms of this Agreement, the terms of this Agreement shall take precedence. Services provided hereunder are limited in scope to technical configuration(s) of Informatica Software and/or Cloud Services and specifically exclude guidance relating to the amount and type of licenses Customer is or may be entitled to deploy. Customer is and shall be at all times responsible for adherence to applicable license metrics and terms.

2. Satisfaction with Performance. Informatica warrants that its services shall be provided in a professional manner and the deliverables provided, if any, shall be substantially consistent with the requirements of the applicable SOW. If at any time Customer is dissatisfied with the performance of an individual working on a Customer project, Customer shall report its dissatisfaction to Informatica in writing and may ask Informatica to replace the individual. In the event of breach of this warranty, provided that Informatica is made aware of any such breach within thirty (30) days of the provision of the service(s) at issue, Informatica may at its sole option and expense either re-perform the applicable services or Informatica may refund applicable fees paid. The foregoing remedies are Customers sole remedies in the event of any such breach of warranty. Warranties provided hereunder are contingent on Customer providing Informatica with accurate and complete information as required, Customer making timely decisions, Customer providing appropriately qualified personnel and Customer otherwise complying with all applicable laws and provisions of this Agreement. ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY FOR PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY OR EXPRESSLY DISCLAIMED.

3. Compensation of Informatica. Each Statement of Work will contain the charges for Informatica's services. In the event charges are not specified, services will be provided by Informatica on a time and materials basis at the prices set forth in the then current Informatica price list. Customer shall reimburse Informatica for the reasonable travel and living expenses incurred by Informatica in performing its services. Customer will also pay all duties and taxes (excluding taxes based on Informatica's net income) levied or based on the terms or performance of this agreement, including, without limitation, sales, use and excise taxes. Payment for services rendered and expenses incurred pursuant to a Statement of Work shall be due thirty (30) days after receipt of an invoice from Informatica. Customer shall pay a late charge equal to the lesser of one percent per month or the maximum amount permitted by law for all invoices over thirty (30) days past due. Except as expressly set forth herein all fees charged for services rendered and expense reimbursements for costs incurred are non-cancellable, non-refundable and non-contingent.

Canceling or rescheduling of the services must be done in writing. Informatica shall charge Customer a £1,500 cancellation/rescheduling fee per consultant if the services are canceled or rescheduled less than three (3) business days prior to the scheduled visit. To cancel an engagement which is in progress, Customer must give Informatica at least two (2) weeks written notice of cancellation, and Informatica shall have the right to collect service fees for the services performed during such two (2) week period prior to the cancellation date.

4. Term. This Agreement shall remain in force until terminated in writing by either party with or without cause. Sections 3 through 8 shall survive any termination or rescission of this Agreement.

5. Confidential Information. For purposes of this Agreement, the term "Recipient" shall mean the Customer with respect to Confidential Information (as defined below) supplied hereunder by Informatica and Informatica with respect to Confidential Information supplied hereunder by Customer. "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 which is identified as confidential at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential". Recipient will: (i) 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; (ii) 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 (iii) 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 any such 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 shall not apply to any information which (a) Recipient can demonstrate was in

its possession before receipt, (b) is or subsequently becomes publicly available without Recipient's breach of any obligation owed the disclosing party, (c) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information or (d) Recipient can demonstrate was independently developed without reliance on any Confidential Information. Where the 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.

6. <u>Ownership</u>. The parties acknowledge that the material delivered by Informatica hereunder may contain material developed by Informatica under similar terms and conditions for others, and Informatica shall retain all right, title and interest in such material. No right of ownership to any Informatica intellectual property or any derivative thereof is transferred via this Agreement or by any SOW. Notwithstanding, Informatica grants Customer a, non-exclusive, world-wide royalty-free license to use, copy and authorize others to use such material (other than commercially available Informatica products and Informatica training materials) and/or deliverables provided under an SOW for their internal data processing needs only and in a manner consistent with Informatica's then current grant of license rights as is provided in Informatica's standard commercial software license agreement. Nothing contained in this Agreement shall restrain Informatica or its personnel in the use of the techniques and skills of computer operation, system design and programming acquired in the performance of services hereunder, and Informatica retains the unrestricted right to use, copy and authorize others to use any material developed by Informatica hereunder which is generic in nature and not specifically related to a Customer project or which incorporates Customer's Confidential Information.

7. <u>Indemnification</u>.
a) Informatica shall indemnify, defend and hold harmless Customer from any third party claims for any actually incurred loss, cost, damage, expense or liability by reason of bodily injury (including death) or damage to tangible property arising out of Informatica's negligent performance under this Agreement or willful wrongdoing of Informatica, provided that Customer gives Informatica prompt written notice of such claims and full information, reasonable assistance and authority for the defense or settlement of such claims provided that no such settlement shall require payment of settlement funds on the part of Customer.

b) Informatica shall indemnify, defend and hold Customer harmless from any damages or costs actually incurred as a result of a third party claim alleging that the services performed or materials delivered or any portion thereof as furnished under this Agreement infringe any third-party rights in a U.S. or EU copyright or U.S. or EU issued patent or the trade secret rights of any third party in the United States, provided that: (i) Informatica is given prompt written notice of any such claim; (ii) Informatica has the right to control and direct the defense and settlement of such claim provided that no such settlement shall require

payment of settlement funds on the part of Customer and (iii) Customer shall reasonably cooperate with Informatica in such defense. Informatica shall have no liability for and shall not indemnify Customer for work developed in accordance with Customer's specific design instructions as provided in an SOW or for a claim arising from use of a deliverable with any third party or other Customer product. In the event of any such third party claim alleging any such infringement, Informatica's sole obligation and Customers sole remedy shall be, at Informatica's sole reasonable discretion that Informatica may alter the deliverable so that it is no longer infringing, may procure for Customer the rights required so that Customer may continue to use the allegedly infringing deliverable or Informatica may terminate the license aforementioned for the allegedly infringing deliverable and refund applicable fees paid for the applicable services. These remedies are the exclusive remedies provided to Customer in the event of any claims made under this provision.

8. <u>LIMITATION OF LIABILITY</u>. Except in the context of an indemnified claim under section 7, the liability of Informatica arising from the provision of services hereunder, shall be limited to direct damages not to exceed the amount of the service fee paid to Informatica for the applicable services. In no event will Informatica 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. Notwithstanding the foregoing, 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; or (iii) for any other liability that cannot be excluded under English 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.

9. <u>Relationship of the Parties</u>. Informatica is engaged by Customer only for the purpose and to the extent set forth in this Agreement, and its relation to Customer shall be that of an independent contractor. Informatica's personnel are not, and shall not be considered employees or agents of Customer for any purpose whatsoever. Informatica shall be responsible for payment of all employment taxes, fees and claims, including workers' compensation and other liabilities related to Informatica's business operations.

10. <u>Placement Fee</u>. If an opportunity arises in which Customer wants to employ an Informatica employee, Customer shall reimburse the Informatica thirty percent (30%) of the applicable employee's base salary.

11. <u>General</u>. This Agreement may not be amended except by a writing signed by an authorized representative of each of the parties. This Agreement may not be transferred by Customer absent Informatica's express written consent. This agreement shall be governed by the laws of the Republic of Ireland. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings between the parties.