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1. Informatica Worldwide Purchase Order Terms and Conditions (excluding India)

PURCHASE ORDER TERMS & CONDITIONS

1. **ACCEPTANCE:** These terms and conditions govern all Purchase Orders ("Orders") issued by Purchaser to the Supplier identified on each Order. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms").

Purchaser objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of Purchaser's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and Purchaser. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and Purchaser.

2. **TERMINATION:** Purchaser may terminate this Order at any time for any reason, upon notice to Supplier. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

Upon termination of this Order by Purchaser for reasons other than Supplier's default, Purchaser's entire liability shall be to purchase the following, without duplication: (i) all goods and services that had been purchased by Supplier to fulfill Purchaser's order as evidenced by reasonable documentation provided to Purchaser, and (ii) all goods and services received by Purchaser that have not been paid for. Upon termination of this Order by Purchaser due to Supplier's default, Purchaser may elect to purchase, at Supplier's cost, any goods and services Supplier may have purchased to fulfill Purchaser's order; or (ii) exercise any other rights that Purchaser may have in law or in equity.

3. **WARRANTY:** Supplier expressly warrants that all products and services supplied to Purchaser by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects, free and clear of all liens or encumbrances, and free of infringement or violation of any copyright, trademark or other intellectual property rights. Inspection, testing, acceptance or use of the goods by Purchaser shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to Purchaser, when notified of such non-conformity by Purchaser. If Supplier fails to

correct defects in or replace non-conforming goods or services promptly, Purchaser may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense.

Supplier represents and warrants that in performing its obligations under this Purchase Order it will adhere to the [INFORMATICA SUPPLIER CODE OF CONDUCT AND BUSINESS ETHICS](#).

4. PRICE: The prices in this Order include all direct, indirect and incidental charges related to the sale and delivery of the goods to Purchaser including but not limited to packaging, packing, crating, storage, forwarding agent and brokerage fees, insurance costs, freight shipping charges, document fees, duties and charges of any kind. Invoices will be payable sixty (60) days following the date of delivery of the goods and Purchaser's receipt of invoice, together with the appropriate supporting documentation. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars or the local currency of the Informatica entity where the purchase is occurring. If no price is shown, Supplier must notify the Purchaser who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. Unless otherwise provided on the Order, delivery of Goods shall be f.o.b. destination and Supplier will not charge for boxing, packing, crating or other charges. Supplier's prices include any and all related customs duty.

5. TAXES: Purchaser will not be liable for any taxes with respect to an Order including any taxes of any nature based upon the income of the Supplier, except taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from Purchaser. Supplier shall not collect or remit, and Purchaser shall not be liable for, any such taxes if Purchaser has provided Supplier with a tax exemption certificate.

If Purchaser is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, Purchaser will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Purchaser with adequate documentation of such exemption from or reduced rate of withholding, Purchaser will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt.

6. INVOICES: Supplier agrees to issue invoices referencing the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Supplier's invoice will make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable Purchaser to obtain appropriate credit for any Taxes charged. All invoices shall be mailed as follows:

- Australia and Singapore: efyh.fin.invoices@workflow.mail.us6.oraclecloud.com
- France: FR-Payables@informatica.com
- Germany: DE-Payables@informatica.com
- Ireland: efyh.fin.invoices@workflow.mail.us6.oraclecloud.com
- The Netherlands: efyh.fin.invoices@workflow.mail.us6.oraclecloud.com
- Sweden: efyh.fin.invoices@workflow.mail.us6.oraclecloud.com
- United Kingdom: efyh.fin.invoices@workflow.mail.us6.oraclecloud.com
- United States and Canada: efyh.fin.invoices@workflow.mail.us6.oraclecloud.com

In France, Germany, and Sweden, a hard copy of the invoice, along with all necessary supporting documents verifying the delivery of the Goods or the completion of the Services as the case may be, must be mailed to the Informatica address detailed on the Purchase Order.

7. PAYMENT: As full consideration for Supplier's satisfactory provision of the products or performance of the services, Purchaser will pay Supplier's invoice not later than sixty (60) days following Purchaser's receipt of said invoice unless otherwise indicated. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission.

8. CONFIDENTIALITY: Supplier agrees to maintain as confidential any information disclosed to it by Purchaser and to return or destroy any such information at the request of Purchaser. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with the Order without Purchaser's prior express written consent. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

9. PRESUMPTIONS: Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within six (6) months of the date of the Order. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount Supplier is due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment.

10. FORCE MAJEURE: Neither party shall be liable for a delay in performance of its obligations and responsibilities under this Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Agreement, and should Supplier fail to comply with Purchaser's delivery schedule or otherwise fail to comply with its obligations hereunder, Purchaser may terminate this Order without liability. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.

11. **INSURANCE:** Before commencing work, Supplier shall furnish Purchaser with certificates of insurance from companies meeting an A.M. Best rating of at least A- VII showing that Supplier is covered by A) Workers' Compensation as required by law, including a waiver of subrogation in favor of Purchaser; B) Employers Liability and Occupational Disease insurance with limits of \$500,000 per occurrence; C) Commercial General Liability, including Products and Completed Operations, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage; D) Auto Liability covering all autos with a limit of \$1,000,000; and E) Professional Liability with a limit of \$2,000,000 per claim. The Commercial General Liability policy shall name Purchaser as an additional insured as its interest may appear, contain a cross liability (severability of interests) provision and be primary and non-contributory to any insurance available or maintained by Purchaser. No exceptions to these coverage may be made unless approved in writing by Purchaser. Upon request, properly endorsed Certificates of Insurance shall be sent to the following address ten (10) days prior to commencement of delivery of any Product or Services, and upon renewal of insurance policies:

Informatica
c/o VP of Procurement 2100
Seaport Blvd
Redwood City, CA 94063

12. **INDEMNITY:** Supplier shall, at Supplier's sole cost and expense, release, defend indemnify and hold Purchaser, its Affiliates, directors, officers, agents, employees, and shareholders harmless from and against all third party claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees and legal fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) the acts or omissions of Supplier, its subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder or (b) a claim that the goods or services Supplier provides are dangerously defective, or (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.

13. **LIMITATION OF LIABILITY:** IN NO EVENT WILL PURCHASER BE LIABLE TO SUPPLIER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES SUPPLIER PROVIDES, EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **CHANGES:** Purchaser reserves the right to make changes in drawings, designs, specifications, scope of work to be performed, time and place of delivery and method of transportation. If such change is to be made, it will be evidenced in writing by Purchaser in the form of a change Order. If any such change has an effect on the price, warranty, delivery date or indemnification provisions of the Order, an equitable written acknowledgement of the effect on the changed provisions shall be indicated on the change Order. Supplier may not make any change in drawings, design specifications, scope of work to be performed, time and place of delivery and method of transportation without Purchaser's written Change Order

acknowledging the change. Any such Change Orders accepted by Supplier shall be incorporated in and amend the Order.

15. **GOODS AND SERVICES ACCEPTANCE:** Payment by Purchaser for the products or services delivered hereunder shall not constitute Purchaser's acceptance. Purchaser retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in Purchaser's judgment defective. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement. Products rejected by Purchaser.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** Supplier may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without Purchaser's prior written approval. In the event of agreed delegation or subcontracting, Supplier shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and hereby guarantees satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Supplier shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance requirements of these Contract Terms and includes provisions protecting Purchaser's Confidential Information in a manner consistent with the terms of this Agreement.

17. **ON-SITE SERVICES.** If Supplier performs any services at one of Purchaser's sites, Purchaser reserve the right to interview and accept or reject any personnel Supplier provide prior to assignment to Purchaser's facility. Purchaser may require any such personnel to pass a drug screening test that Purchaser administers. Supplier agrees to employ only competent and skilled personnel to perform the services and shall use all reasonable means to ensure the continued employment of personnel performing services pursuant to this Order. Upon Purchaser's reasonable request, Supplier will immediately remove from all facilities and replace any personnel. Supplier warrants that all Supplier personnel assigned to the Purchaser facility shall have a prior satisfactory work record in a responsible capacity; have no job-related criminal convictions; and be legally authorized to work in the United States or any other country where on-site work is being performed. Employment authorization shall be verified through E-verify. Supplier personnel will be capable of performing the essential functions of the job for which they are hired, with or without a reasonable accommodation. If Supplier is or becomes a party to any collective bargaining agreement regarding contracted personnel, no provision in that agreement shall be binding upon Purchaser, unless otherwise required by law. Supplier further agrees, while Supplier's personnel are on Purchaser's premises, that they will abide by Purchaser's normal rules of work.

18. **COMPLIANCE WITH LAWS.** Supplier shall comply with all laws applicable in any jurisdiction in which any products or services are produced for, or delivered or provided to Purchaser.

19. **REMEDIES:** Purchaser's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by Purchaser shall not constitute Purchaser's waiver of any other breach of the same or any other provision. Acceptance of any items or payments therefore shall not waive any breach.

20. **GOVERNING LAW/SUBMISSION TO JURISDICTION:** This Agreement and its interpretation regarding transactions which occur in the Americas will be governed by and construed in accordance with

the laws of the State of California, excluding its choice of law rules and exclusive of the U.N. Convention on the International Sale of Goods. For such transactions, Supplier hereby consents to the jurisdiction of any local, state, or federal court located within San Mateo or Santa Clara County within the State of California and waives any objection which Supplier may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court. The interpretation of this Agreement as to transactions which occur in Europe, the Middle East or Africa will be governed and construed in accordance with the laws of the United Kingdom, excluding its choice of law rules. The interpretation of this Agreement as to transactions which occur in Asia-Pacific will be governed and construed in accordance with the laws of Singapore.

21. LANGUAGE: The parties confirm that it is their wish that these Contract Terms, as well as any other documents relating hereto, including all Orders, notices, schedules, authorizations, attachments and amendments, have been and shall be drawn up in the English language only.

22. ENTIRE AGREEMENT: This Agreement and associated documents referenced herein (collectively referred to as the "Agreement") along with any valid, negotiated and executed agreement between the parties (collectively referred to as "Negotiated Agreement") constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded hereby. In the event of any inconsistency between the Agreement and the Negotiated Agreement, the Negotiated Agreement shall prevail.

2. India Purchase Order Terms and Conditions

PURCHASE ORDER TERMS & CONDITIONS

1. Definitions:

"Goods" means any goods described in the Purchase Order and shall be construed as defined under the Sales of Goods Act 1930.

"Guarantee Period" means the period stated in the Purchase Order, or if no period is stated the longer of 12 (twelve) months from the date of delivery or the Supplier's usual Guarantee Period whichever is longer.

"Purchaser" means Informatica (Full name) (registered Office)

"Purchase Order" means these terms and Conditions and the form ordering the supply of the Goods and/or Services laying down the specifications, quantity, price etc. in respect of the goods or services, together with any documents incorporated by reference and shall constitute the

contract for the purchase and sale or supply of the Goods and/or Services between Purchaser and the Supplier.

“Services” means any services described in the Purchase Order and shall be construed as defined under the Consumer Protection Act 1986.

“Supplier” means the person or firm or company to whom the Purchase Order is addressed.

2. ACCEPTANCE: These terms and conditions govern all Purchase Orders ("Orders") issued by Purchaser to the Supplier identified on each Order. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms").

Purchaser objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of Purchaser's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and Purchaser. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and Purchaser.

3. TERMINATION: Purchaser may terminate this Order at any time for any reason, upon notice to Supplier. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

Upon termination of this Order by Purchaser for reasons other than Supplier's default, Purchaser's entire liability shall be to purchase the following, without duplication: (i) all goods and services that had been purchased by Supplier to fulfill Purchaser's order as evidenced by reasonable documentation provided to Purchaser, and (ii) all goods and services received by Purchaser that have not been paid for. Upon termination of this Order by Purchaser due to Supplier's default, Purchaser may elect to purchase, at Supplier's cost, any goods and services Supplier may have purchased to fulfill Purchaser's order; or (ii) exercise any other rights that Purchaser may have in law or in equity.

4. WARRANTY: Supplier expressly warrants that all products and services supplied to Purchaser by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable,

of good material and workmanship, free from defects, free and clear of all liens or encumbrances, and free of infringement or violation of any copyright, trademark or other intellectual property rights. Inspection, testing, acceptance or use of the goods by Purchaser shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to Purchaser, when notified of such nonconformity by Purchaser. If Supplier fails to correct defects in or replace non-conforming goods or services promptly, Purchaser may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense. Where within 12 months of the due date for completion of Services Purchaser identifies any element of the Services which is incomplete or defective then the Supplier shall, upon Purchaser's request and without any delay, carry out such works at no cost to Purchaser. In respect of any Goods and Services repaired or replaced a full Warranty Period will apply from the date of replacement or completion of repair.

Supplier represents and warrants that in performing its obligations under this Purchase Order it will adhere to the [INFORMATICA SUPPLIER CODE OF CONDUCT AND BUSINESS ETHICS](#).

5. **INSPECTION:** The Supplier shall permit Purchaser and its representatives to attend at the Supplier's premises at any reasonable time in order to inspect the Goods and Services in course of manufacture, provision or storage. If, as a result of such inspection, Purchaser is not satisfied and believes that the Goods and Services will not comply with the Purchase Order, it shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance. Any inspection or notification by Purchaser shall not relieve the Supplier of its obligations under the Purchase Order.
6. **DELIVERY:** The Goods shall be delivered to, and any relevant Services performed at, the delivery address stated in the Purchase Order within the time stated therein during Purchaser's normal

working hours. Time shall be of the essence as regards delivery and performance of the Supplier's obligations under the Purchase Order. The Goods must be adequately protected against damage and deterioration in transit and delivered fob destination (unless otherwise notified in writing to the Supplier) and must bear the description and quantity of the contents and all packages shall be marked with the order number stated on the Purchase Order. Unless otherwise provided, all packaging shall be free and non-returnable. The Supplier shall without delay repair or replace, free of charge, any goods that are lost, damaged or destroyed in the course of transit or delivery (or during installation where applicable).

7. **BREACH:** If the Goods and Services or any part thereof are not delivered within the time (as time is of essence in respect of the Agreement) specified in the Purchase Order or any extension of such time agreed in writing, Purchaser shall be entitled to: (a) determine the Purchase Order in respect of such Goods and Services and any of the Goods and Services already delivered which cannot be effectively and commercially used by reason of the non-delivery of Goods and Services; (b) return to the Supplier at the Supplier's risk and expense any Goods and Services as aforesaid and to recover from the Supplier any moneys paid in respect of such Goods and Services along with any interest; (c) recover from the Supplier any additional expenditure reasonably incurred by Purchaser in obtaining other goods and services to replace the Goods and Services. All the remedies specified above shall be without prejudice to any other legal remedies which may be available to the Purchaser.
8. **PRICE AND PAYMENT:** Unless otherwise specified in the Purchase Order the prices in this Order include all direct, indirect and incidental charges related to the sale and delivery of the goods to Purchaser including but not limited to packaging, packing, crating, storage, forwarding agent and brokerage fees, insurance costs, freight shipping charges, document fees, duties and charges of any kind. Invoices will be payable sixty (60) days following the date of delivery of the goods and Purchaser's receipt of invoice, together with the appropriate supporting documentation. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in INR. If no price is shown, Supplier must notify the Purchaser who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. Purchaser shall have a right to set off from any amount due to the Supplier, the Price of any rejected Goods or Services which have not been replaced or re-performed in accordance with the specifications to the satisfaction of the Purchaser or any other amounts due to the Purchaser.
9. **TAXES & Duties:** Purchaser will not be liable for any taxes with respect to an Order including any taxes of any nature based upon the income of the Supplier, except taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from Purchaser. Supplier shall not collect or remit and Purchaser shall not be liable for, any such taxes if Purchaser has provided Supplier with a tax exemption certificate.

If Purchaser is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of

expenses) paid to Supplier, Purchaser will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Purchaser with adequate documentation of such exemption from or reduced rate of withholding, Purchaser will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt. Purchaser shall have a right to call for additional documents to comply with any prevailing local tax laws, rules and regulations and the Supplier shall be duty bound to present the same within a reasonable time.

Purchaser shall be entitled to any duty exemptions under the relevant guidelines and provisions of the STPI as notified, amended from time to time. Supplier shall notify the purchaser of any such duties imposed on the purchase of such goods and services. On such notification the purchaser shall provide the supplier with relevant certificates of such exemptions.

10. **INVOICES:** Supplier agrees to issue invoices referencing the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Supplier's invoice will make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain the PAN number reference (in absence of the same the Supplier shall be subject to higher TDS as per income tax law), the invoices shall also contain any other relevant Tax numbers (Service tax/TIN), where applicable, that will enable Purchaser to obtain appropriate credit for any Taxes charged All invoices shall be mailed to: IN-Payables@informatica.com along with a hard copy to Informatica Business Solutions Pvt. Ltd c/o Accounts Payable, No. 66/1, Bagmane Commerz 02, Bagmane Tech Park, C V Raman Nagar, Bangalore, 560093. The hard copy of the invoice should be accompanied with all necessary supporting documents verifying the delivery of the Goods or the completion of the Services as the case may be.
11. **CONFIDENTIALITY:** Supplier agrees to maintain as confidential any information disclosed to it by Purchaser and to return or destroy any such information at the request of Purchaser. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with the Order without Purchaser's prior express written consent. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.
12. **PRESUMPTIONS:** Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within six (6) months of the date of the Order. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount

Supplier is due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment.

13. **FORCE MAJEURE:** Neither party shall be liable for a delay in performance of its obligations and responsibilities under this Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Agreement, and should Supplier fail to comply with Purchaser's delivery schedule or otherwise fail to comply with its obligations hereunder, Purchaser may terminate this Order without liability. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.
14. **INSURANCE:** Supplier warrants that it is insured with a reputable insurer against all risks and liabilities to which it is subject under the Agreement and shall do nothing to invalidate any policy of insurance. Further it shall administer its insurances in accordance with good industry practice at all times. If required by the Purchaser, Supplier shall provide evidence of its insurances and payment of any premium to the Purchaser. The Supplier shall not subsequently alter the terms of such insurances and/or diminish any benefit to the Purchaser without Purchaser's prior written consent.
15. **INDEMNITY:** Supplier shall, at Supplier's sole cost and expense, release, defend, indemnify and hold Purchaser, its Affiliates, directors, officers, agents, employees, and shareholders harmless from and against all third party claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) the acts or omissions of Supplier, its subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder or (b) a claim that the goods or services Supplier provides are dangerously defective, or (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.
16. **LIMITATION OF LIABILITY:** In no event will purchaser be liable to supplier or any third party, in contract, tort or otherwise, for any loss of profits or business, or any special, incidental, indirect, exemplary, punitive or consequential damages, arising from or as a result of these contract terms, any order or any agreement between the parties relating to the products, services or deliverables supplier provides, even if purchaser has been advised of the possibility of such damages.
17. **CHANGES:** Purchaser reserves the right to make changes in drawings, designs, specifications, scope of work to be performed, time and place of delivery and method of transportation. If such change is to be made, it will be evidenced in writing by Purchaser in the form of a change Order which if accepted by the Supplier shall amend and be incorporated in the Order accordingly. If any such change has an effect on the price, warranty, delivery date or indemnification provisions of the Order, an equitable written acknowledgement of the effect on the changed provisions shall

be indicated on the change Order by the Supplier. Supplier may not make any change in drawings, design specifications, scope of work to be performed, time and place of delivery and method of transportation without Purchaser's written Change Order acknowledging the change.

18. **REJECTION OF GOODS AND SERVICES:** Payment by Purchaser for the products or services delivered hereunder shall not constitute Purchaser's acceptance. Purchaser retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in Purchaser's judgment defective or do not comply with the specifications laid down in the Purchase Order. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement/Purchase Order. Purchaser shall specify the reasons for rejection and return the rejected Goods and Services to the Supplier at the Supplier's risk and expense. The Supplier shall, within the time for delivery stated in the Purchase Order or such time as the Purchaser may agree in writing, replace such rejected Goods and Services with Goods and Services which are in all respects in accordance with the specifications laid down. Without prejudice to any other rights and remedies, any moneys paid by Purchaser to the Supplier in respect of any rejected Goods and Services not replaced by the Supplier within the time specified by the Purchaser together with any additional expenditure reasonably incurred by Purchaser in obtaining other goods in replacement shall be paid by the Supplier to Purchaser.
19. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** Supplier may not assign, delegate, subcontract or transfer by operation of law or otherwise, any Order in respect of the work required to be done or any payments to be made hereunder without Purchaser's prior written approval. A change in control of a party shall be considered an assignment by such party for purposes of this Agreement. In the event of agreed delegation or subcontracting, Supplier shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and hereby guarantee satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Supplier shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance requirements of these Contract Terms and includes provisions protecting Purchaser's Confidential Information in a manner consistent with the terms of this Agreement.
20. **ERROR AND OMISSION:** "Any inadvertent delay, omission or error on the part of the Purchaser shall not be held to relieve the Supplier from any liability, which would attach to it hereunder if such delay, omission or error is rectified immediately upon discovery."
21. **ON-SITE SERVICES:** If Supplier performs any services at one of Purchaser's sites, Purchaser reserve the right to interview and accept or reject any personnel Supplier provides prior to assignment to Purchaser's facility. Purchaser may require any such personnel to pass a drug screening test that Purchaser administers, moreover the Purchaser shall require the Supplier to carry out background checks of the personnel required to work at one of Purchaser's sites and provide the results of such checks to the Purchaser on request. Supplier agrees to employ only competent and skilled personnel to perform the services and shall use all reasonable means to ensure the continued employment of personnel performing services pursuant to this Order. Upon Purchaser's reasonable request, Supplier will immediately remove from Purchaser's facility and replace any

personnel. Supplier warrants that all Supplier personnel assigned to the Purchaser facility shall have a prior satisfactory work record in a responsible capacity; have no job-related criminal convictions; and be legally authorized to work in the jurisdiction in which the work needs to be performed. Supplier personnel should be capable of performing the essential functions of the job for which they are hired, with or without a reasonable accommodation. If Supplier is or becomes a party to any collective bargaining agreement regarding contracted personnel, no provision in that agreement shall be binding upon Purchaser, unless otherwise required by law. Supplier further agrees, while Supplier's personnel are on Purchaser's premises, that they will abide by Purchaser's normal rules of work.

22. COMPLIANCE WITH LAWS: Supplier shall comply with all laws applicable in any jurisdiction in which any products or services are produced for, or delivered or provided to Purchaser.
23. REMEDIES: Purchaser's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by Purchaser shall not constitute Purchaser's waiver of any other breach of the same or any other provision. Acceptance of any items or payments therefore shall not waive any breach.
24. GOVERNING LAW/SUBMISSION TO JURISDICTION: This agreement shall be construed in accordance with the laws governing contracts in India and parties hereby submit to the exclusive jurisdiction of the courts of Bangalore.
25. LANGUAGE: The parties confirm that it is their wish that these Contract Terms, as well as any other documents relating hereto, including all Orders, notices, schedules, authorizations, attachments and amendments, have been and shall be drawn up in the English language only.
26. ENTIRE AGREEMENT: This Agreement and associated documents referenced herein (collectively referred to as the "Agreement") along with any valid, negotiated and executed agreement between the parties (including but not limited to the Informatica Services Agreement, if executed) (collectively referred to as "Negotiated Agreement") constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded hereby. In the event of any inconsistency between the Agreement and the Negotiated Agreement, the Negotiated Agreement shall prevail.