AGREEMENT FOR MUTUAL DISCLOSURE

This Agreement for Mutual Disclosure ("Agreement") is entered into between Informatica LLC ("Informatica") and _____ ("Company") as of the last date signed below.

1. Purpose. Informatica and Company wish to explore a possible business relationship or engage in other discussions pursuant to which each party will disclose certain Confidential Information to the other party, which the other party agrees to keep confidential and use solely for the purpose of evaluating such potential business relationship between the parties (the "Purpose"). The party disclosing Confidential Information is referred to herein as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party." Affiliate(s) means any company or other business entity which is controlled by a party through the ownership of more than fifty percent (50%) of the nominal value of its equity share capital or controls the composition of its board of directors.

2. Confidential Information. "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 (i) has been marked as confidential or proprietary; (ii) is identified as confidential at the time of disclosure either orally or in writing; or (iii) due to its character and nature, a reasonable person under like circumstances would understand to be confidential. Confidential Information does not include information, technical data or know-how which (a) the Receiving Party can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt from the Disclosing Party; (b) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed the Disclosing Party; (c) is disclosed to the Receiving Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (iv) the Receiving Party can demonstrate was independently developed without reliance on any Confidential Information of the Disclosing Party; provided that if only part of any Confidential Information falls within one or more of the exceptions set out in this clause 2, the remaining part of the Confidential Information will continue to be subject to the restrictions set forth in this Agreement.

3. Restrictions. the Receiving Party: (i) may use Confidential Information solely for the Purpose of this Agreement; (ii) will exercise at least the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care; (iii) will not disclose the Confidential Information, or any part or parts thereof, except on a "need to know" basis to those of its Affiliate, employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth herein and shall instruct and require all such Affiliates, employees, agents, and contractors to maintain the confidentiality of the Confidential Information; and (iv) may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, provided, however, that the Receiving Party will use all reasonable efforts to notify the Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that the Disclosing Party will have a reasonable opportunity to object to such disclosure and further provided the Receiving Party shall otherwise continue to treat such Confidential Information in accordance with this Agreement. The Receiving Party's obligations set forth herein shall also be applicable to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to the execution of this Agreement. If any Representative(s) discloses, accesses or uses Confidential Information other than as authorized in this Agreement, Recipient will be liable to Discloser for such disclosure, access or use to the same extent that Recipient would be liable to Discloser had the Recipient disclosed, accessed or used such Confidential Information.
The Receiving Party's obligations hereunder with respect to each item of Confidential Information shall survive for a period of five (5) years from the date of receipt thereof by the Receiving Party. The Receiving Party shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software disclosed pursuant to this Agreement, and the parties agree that this obligation shall survive termination or expiration of this Agreement.

4. Return of Confidential Material. The Receiving Party will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Disclosing Party within ten (10) days termination or after the Disclosing Party's written request whichever is sooner.

5. Remedies. The Receiving Party will undertake whatever action is reasonably necessary to remedy any breach of the Receiving Party's confidentiality obligations set forth herein or any other unauthorized disclosure or use of the Confidential Information by the Receiving Party, its employees, its agents, or contractors. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond unless required by law in which case the Parties agree that a $5000.00 bond shall suffice unless other amounts are required by law.

6. No Rights Granted. All Confidential Information and tangible materials containing Confidential Information shall remain the property of the Disclosing Party. Nothing in this Agreement is intended to grant to the Receiving Party any rights under any patent, trade secret or copyright of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information, except the limited right to review Confidential Information solely for the purpose of determining whether to enter into a proposed business relationship with the Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED TO THE RECEIVING PARTY "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. General. This Agreement may not be amended except by a writing signed by an authorized representative of each of the parties. Neither party may assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign this Agreement to an affiliate or a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, unless the surviving entity is a direct competitor of the other party. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by California law, without regard to conflict of law provisions. In the event that an action, proceeding or arbitration is brought to enforce the provisions of this Agreement, the prevailing party in such action, proceeding or arbitration shall be entitled to reasonable attorneys' fees and expenses incurred in connection therewith. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous understandings between the parties. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile or other electronic copy signature.

INFORMATICA
Informatica LLC
2100 Seaport Boulevard
Redwood City, CA 94063
Attn: Legal Department

Signature: _____

Name: _____

Title: _____

Date: _____

COMPANY

Name: _____

Address: _____

_____

_____

Attn: _____

Signature: _____

Name: _____

Title: _____

Date: _____