



CLOUD EVALUATION AGREEMENT

This Cloud Evaluation Agreement ("Agreement") is entered into between Informatica LLC ("Informatica") and the customer identified below ("Customer") as of the last date signed below. The purpose of this Agreement is to facilitate evaluation of Informatica Cloud Services (the "Cloud Service"), proof of concept and other such demonstratives displays of the Cloud Service.

1. Evaluation Cloud Service Subscription. Subject to the terms and conditions hereof, Informatica grants to Customer, for the Evaluation Period identified below, a non-exclusive non-transferable, revocable worldwide right to authorize individuals solely within the Customer organization ("Users") to access or exchange data via the Cloud Service solely and exclusively for the purpose of Customer's evaluation of the Cloud Service. Customer may not use the Cloud Service to process live data or perform any other commercial or business function except those that are expressly authorized herein.

2. Customer Data in the Cloud Service. The Cloud Service may use third-party data centers. Informatica to the best of its knowledge complies with all United States laws applicable to Informatica as provider of the Cloud Service. Informatica reserves the right to hire other companies to provide services on its behalf in connection with its provision of the Cloud Service. Informatica reserves the right to transfer information or material that Customer and its Users process or submit to the Cloud Service in the course of using the Cloud Service ("Customer Data") to the U.S. and other countries for processing in connection with its provision of the Cloud Service. Customer is solely responsible for ensuring that provision of Customer Data to Informatica for processing via the Cloud Service is in compliance with all applicable laws.

3. License Grant. The Cloud Service may include a limited-use subscription to software for use on the customer's system ("Software"). Subject to the terms and conditions hereof, Informatica grants to Customer, for the Evaluation Period identified below, a limited non-exclusive, non-transferable, revocable license to use such Software in object code format solely for the purpose of Customer's internal evaluation of the Cloud Service and not for general commercial use. Customer shall not use the Software for the processing of any live or production data. References in this Agreement to the Cloud Service include the Software.

4. No Fees or Services. Informatica shall not be entitled to any fees for Customer's use of the Cloud Service under this Agreement unless otherwise specified and agreed upon in writing and Informatica shall be under no obligation to provide Customer with any services unless otherwise specified herein. Neither party shall have any obligation with respect to any further subscription to the Cloud Service or any other Informatica product. Notwithstanding, Informatica may provide services pursuant to a Statement of Work (SOW) that may be

attached hereto as Exhibit 1. Any such SOW shall reference this Agreement, shall be governed by these terms and conditions and those terms in Informatica's standard Professional Services Agreement (PSA), and in the event of any conflict in terms between this Agreement and any SOW or any other writing, the terms of this Agreement and the PSA shall take precedence. Informatica shall not charge for any such services unless such fees are expressly delineated within an SOW.

5. Termination. The subscription and license granted hereunder will terminate on expiration of the Evaluation Period. Customer may terminate this Agreement upon written notice to Informatica at any time. Informatica may terminate this Agreement without prior notice if Customer breaches this agreement or at the convenience of Informatica. Within five days after termination, Customer must de-install the Software and (i) return to Informatica the Software or (ii) upon request by Informatica destroy the Software and certify in writing that it has been destroyed. Sections which by their nature survive termination of this Agreement do so survive.

6. Proprietary Rights; Confidentiality. Customer recognizes and agrees that the Cloud Service and all Informatica intellectual property and any derivative thereof is the property of Informatica and that title and full ownership rights in the Cloud Service is reserved to and remains with Informatica and no rights other than those expressly granted herein are transferred by this Agreement. Customer agrees not to copy, distribute, sell, sublicense or otherwise transfer the Software or any portion thereof or allow access thereof to any third party except as may be necessary to fulfill the evaluation purpose as stated herein and in such case any such third party granted access shall be under written agreement with Customer and terms of such agreement shall be at least as protective of Informatica's intellectual property as is this Agreement. Customer shall be responsible for breach of Agreement perpetrated by any such third party. Customer further agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Cloud Service or Cloud Service output, or adapt, translate, reverse engineer, decompile or otherwise derive the source code for the Cloud Service. The Cloud Service and its features and functionality is the confidential information of Informatica, and Customer agrees not to disclose the Cloud Service, software functionality or features or the results of any performance or functional evaluation, benchmarking or test(s) of the Cloud Service to any third party without the prior express written approval of Informatica. Informatica shall not take possession of any Customer data or information during the Evaluation Period. Informatica shall adhere to all reasonable and applicable customer security and confidentiality policies and requirements during the Evaluation Period.

5. Warranty and Limitation of Liability. Informatica warrants that it has full power and authority to provide the Cloud Service to Customer. THE CLOUD SERVICE AND ANY OTHER SERVICE PROVIDED HEREUNDER ARE OTHERWISE PROVIDED "AS-IS", WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF INFORMATICA AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING FROM THIS AGREEMENT, AND/OR THE PROVISION OF ANY SOFTWARE OR SERVICES PERFORMED IN

CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED ANY FEES THAT MAY BE PAID TO INFORMATICA HEREUNDER AND IF NO FEES ARE PAID THEN INFORMATICA DAMAGES IN ALL CONTEXT IS LIMITED TO TEN THOUSAND DOLLARS (\$10,000.00 USD). IN NO EVENT WILL INFORMATICA OR ITS LICENSORS 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. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.THESE LIMITATIONS OF LIABILITY REFLECT A NEGOTIATED ALLOCATION OF RISK AND THE PARTIES WOULD NOT ENTER IN TO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

Attn: _____

Signature: _____
Name: _____
Title: _____
Date: _____

6. General. Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Informatica’s prior written consent, which shall not be unreasonably withheld. Within five (5) days of the completion of any proof of concept or other such evaluation, Customer shall conduct a comprehensive debrief with Informatica which shall include a full and complete assessment of the Cloud Service and the status of any pending or contemplated subscription transaction. This Agreement constitutes the entire agreement between the parties with respect to the evaluation of the Cloud Service and shall be construed in accordance with the laws of the State of California. Jurisdiction and venue shall be in the Circuit Court for San Mateo County, California. The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

Evaluation Period: ____ Days

LIST OF CLOUD SERVICES TO BE EVALUATED:

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

Signature: _____
Name: _____
Title: _____
Date: _____

CUSTOMER
Name: _____
Address: _____

STATEMENT OF WORK- EXHIBIT 1

This Statement of Work shall detail the Proof of Concept, Demonstration or Evaluation to be conducted pertaining to the Cloud Service referenced above. The Cloud Evaluation Agreement dated the _____ day of _____, 20____ is merged and incorporated herein and shall govern this Statement of Work. In the event of any conflict of terms and conditions between this SOW or any other writing and the Cloud Evaluation Agreement referenced herein, the Cloud Evaluation Agreement shall take precedence.