



## Informatica Cloud Subscription Addendum

This Informatica Cloud Subscription Addendum ("Addendum") is entered into between the Informatica legal entity ("Informatica") and the party identified in the signature block below ("Customer") effective as of the last date of signature below. The Addendum amends the applicable agreement between Informatica and Customer ("underlying agreement").

### 1. Scope of Use.

- 1.1 **Cloud Service.** Cloud Services means Informatica-branded offerings made available to Customer on demand via the Internet from equipment owned or operated by or for Us. When You enter into an Order for Cloud Services, We give You and Your Affiliates non-exclusive, non-transferable, worldwide access by authorized individuals solely within Your and Your Affiliates' organization ("Users") to use the Cloud Services during the Order Term, subject to the terms of the Agreement. Cloud Services offerings may require a limited-use subscription to on-premise Software and use of that Software must comply with all applicable terms. Cloud Services will be available as set forth in the Service Level Commitment <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/service-level-commitment.pdf> You must: (i) protect the secrecy of Your authorized user IDs and passwords; (ii) notify Us immediately of any unauthorized use of any user ID or password or any other known or suspected breach of security; and (iii) report to Us immediately and use reasonable efforts to stop any copying or distribution of content not authorized by Us. You agree that anyone who inputs a valid user ID and password will be deemed an appropriate User unless and until You notify Us otherwise in writing. Any individual User who has violated this Section may have its account suspended. You will not (i) permit more Users to access or use the Cloud Services than are permitted in the applicable Order; (ii) send or store infringing, obscene, threatening, or otherwise unlawful material, including material that violates privacy rights, or malicious code in connection with the Cloud Service; (iii) damage, disable, overburden, impair, interfere with or disrupt the Cloud Service; (iv) attempt to gain unauthorized access to any systems or networks connected to it or otherwise interfere with the operation of the Cloud Services or the use of the Cloud Services by others; (v) exceed any applicable usage or storage capacity limit; or (vi) make the Cloud Services available to any unlicensed users. Cloud Services shall be used solely for the internal data processing and computing needs of You and Your Affiliates in accordance with the terms of this Addendum, the applicable Order and the applicable provisions in the Informatica Cloud Description Schedule (<http://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/informatica-cloud-description-schedule.pdf>) current at the time of licensing (collectively "the Agreement"). You shall not (a) make the Cloud Services available to unauthorized third parties; (b) use the Cloud Services for outsourcing or service bureau purposes or otherwise processing for the benefit of any third party; (c) rent or lease the Cloud Services for third-party training or commercial time-sharing; (d) use the Cloud Services for any purpose that is illegal or illicit in any geography where the Cloud Services are accessed or used from; (e) distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Cloud Services or any portion thereof; or (f) use the Cloud Services except as expressly permitted. No third-party software that is provided with the Cloud Services may be used independently from the Cloud Services. Unless otherwise mutually agreed in writing and except to the extent required to obtain interoperability as specified by law, You agree not to adapt, translate, reverse engineer, decompile or otherwise derive the source code for Cloud Services or any of the related features of the Cloud Services or to allow third parties to do so. You can't use the Cloud Services for benchmarking or other competitive purposes.
- 1.2 **Customer Data.** You own and control all data you process with the Cloud Services ("Customer Data"). You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. You will ensure that provision of Customer Data to Us for processing is in compliance with all applicable laws, and you will backup Customer Data. You will comply with all applicable laws, including laws applicable to "protected health information," as defined under the Health Insurance Portability and Accountability Act or Personal Data as defined under Regulation (EU) 2016/679 (General Data Protection Regulation).
- 1.3 **Privacy and Security.** We follow the privacy policy available at <https://www.informatica.com/privacy-policy.html>. Cloud Services may use third-party infrastructure, which are independently audited and certified as SOC 2 compliant. Based on our reasonable diligence, We comply with all laws applicable to Us as the provider of the Cloud Services. We process Customer Data via the Cloud Services in accordance with the terms of this Agreement and any reasonable instructions that You might give Us from time to time. We reserve the right to hire other companies to provide services on Our behalf in connection with Our provision of the Cloud Service. We will prohibit such subcontractors from using Customer Data for any purpose other than to perform services on Our behalf. We reserve the right to transfer Customer Data to the U.S. and other countries for processing in connection with Our provision of the Cloud Service. We will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as described in the Security Addendum <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-security-addendum.pdf>. Those safeguards will include measures for preventing access, use, modification and disclosure of Customer Data except (a) to provide the Cloud Services and prevent or address service or technical problems, (b) as compelled by law or (c) as You may expressly permit in writing. Where Your use of any Cloud Services, Support Services, Professional Services or Educational 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. We can't control the jurisdiction where the data originates; and neither We nor our Products is a "data controller" or similar under applicable law with respect to Customer Data. As between You and Us you are the sole "data controller."
- 1.4 **Intellectual Property Indemnification.** The Cloud Services are covered by the intellectual property indemnification in the underlying agreement.
2. **Support Services.** If We receive payment of the applicable fees ("Support Fees"), We will provide as applicable to Your Order, access to Our help desk and to updates, upgrades, patches and bug fixes ("Support Services") for the Cloud Services as set forth in the Informatica Global Customer Support Guide available at <https://network.informatica.com/docs/DOC-3015>. Details of the Support Guide may be modified from time to time, but no modification will materially degrade the Support Services during the Term.

### 3. Fees, Charges, Taxes and Delivery.

- 3.1 **Fees.** Except as otherwise provided in the applicable Order, (a) We will send you an invoice for the initial Cloud Services and Support Fees upon execution of the Order; and (b) in cases of a multi-year subscription Term, We will invoice you before each anniversary of the Order effective date. After the initial Term, We will invoice you annually after We send You a quote ("Renewal Quote") approximately sixty (60) days prior to the start of each annual Term. Except as otherwise provided in an applicable Order, (a) quantities may not be decreased during the applicable Subscription Period or other term duration stated in the Order ("Order Term") and (b) all payment obligations for the Order Term are non-cancelable and non-contingent and all amounts paid are nonrefundable except in the context of a breach as set forth in section 5.2. We may suspend the impacted Cloud Services or Support Services if any invoice remains unpaid more than thirty (30) days. All invoices are due and payable within thirty (30) days of receipt. If We don't receive timely payment, We reserve the right to charge a late fee equal to the lesser of one percent (1%) per month or the maximum amount allowed by law in addition to Our cost of collection
- 3.2 **Review.** Informatica may, on at least ten (10) business days' prior written notice and not more than once every twelve (12) months, during Your normal business hours, review and validate Your compliance with the Agreement and deployment of the Cloud Services. You agree to provide accurate and complete information within ten (10) days of Informatica's request in a form and format reasonably satisfactory to Us, and to immediately remit to Us any shortfall in payment disclosed by the review including any late charges.
- 3.3 **Taxes.** You shall pay applicable sales, use, goods and services, value-added, or equivalent "indirect" taxes and duties unless You timely give Us documentary evidence of exemption as prescribed by the tax authorities. We shall ensure Our invoices state taxes separately and meet local statutory invoicing requirements to enable You to seek recovery of the indirect taxes collected and remitted by Us.
- 3.4 The Cloud Services, Documentation, and all updates furnished under Support Services shall be delivered electronically.
4. **Warranty.** The Cloud Services will be provided in a manner consistent with the applicable Documentation under normal use and circumstances for the Order Term. If the Cloud Services not perform in accordance with the foregoing warranty, You must tell Us so in writing during the applicable warranty period and assuming We can verify such nonconformity, We will use reasonable efforts to correct any deficiencies in the Cloud Services so that it will perform in accordance with the warranty. Your sole and exclusive remedy, and Our sole obligation in the event of nonconformity of the Cloud Services with the foregoing warranty will be the correction of the condition making it nonconforming. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications, misapplication, or use of the Cloud Services that is otherwise materially inconsistent with the Documentation. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE CLOUD SERVICES AND SERVICES PROVIDED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ALL INFORMATICA CONTENT, ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, AVAILABILITY, QUALITY, SUITABILITY, ACCURACY, COMPLETENESS, OR INTEROPERABILITY ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INFORMATICA AND ITS LICENSORS.

## 5. Term and Termination.

- 5.1 Unless otherwise stated in the Order, the term for each Cloud Services subscription ("Order Term") is: (i) the time period specified in the applicable Order, commencing on the date of delivery or (ii) for Cloud Services provided on a transaction basis, the validity period for processing the transactions, and any renewal terms.
- 5.2 Either party has the right to terminate this Agreement and any and/or all rights granted under this Agreement upon written notice to the other party if the other party: (a) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within thirty (30) days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.
- 5.3 Immediately upon termination, all rights hereunder and rights to use shall terminate, and You must stop using the Cloud Services. Within five (5) days after termination You will de-install Software and all copies and (a) return the Software and all copies or (b) destroy the Software and all copies, and certify in writing that they have been destroyed. If you terminate the Agreement, You still must pay all fees which remain payable under an Order.
- 5.4 Sections 1.2, 3, 5, 6 and 8.2 shall survive termination of the Agreement.

## 6. LIMITATION OF LIABILITY

- 6.1 EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED AS A MATTER OF LAW, BREACH OF, OR INDEMNITY FOR INFRINGEMENT OF, INTELLECTUAL PROPERTY RIGHTS (A) IN NO EVENT WILL EITHER PARTY OR INFORMATICA'S LICENSORS OR RESELLERS 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; AND (B) , THE LIABILITY OF US AND OUR LICENSORS OR RESELLERS TO YOU ARISING FROM THIS AGREEMENT OR THE USE OF THE CLOUD SERVICES, OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED TWELVE (12) MONTHS FEES PAID FOR THE PRODUCT OR SERVICES GIVING RISE TO THE APPLICABLE LIABILITY.
- 6.2 EACH PARTY ACKNOWLEDGES THAT THE FEES, EXCLUSIONS, DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE NEGOTIATED AND AGREED UPON ESSENTIAL COMPONENTS OF THIS AGREEMENT AND NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT SUCH WARRANTY DISCLAIMERS AND LIMITATIONS ON ITS LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE DISCLAIMERS AND LIMITATIONS ARE NOT UNCONSCIONABLE AND THESE DISCLAIMERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 7. Professional Services

Any Professional Services and Educational Services may be purchased through an SOW. "Professional Services and Educational Services" means consulting or training services respectively, provided by Informatica either remotely via the Internet or in person.

Each SOW shall contain the terms and charges for the Professional Services or Educational Services ("Consulting Fees") and shall be provided on a time and materials basis unless otherwise specified. Licensee will reimburse Licensor for reasonable travel and living expenses consistent with the applicable SOW. Licensor can charge a reasonable fee per consultant if the Professional Services or Educational Services are rescheduled less than three (3) business days prior to the scheduled date to cover any non-refundable travel fees accrued by Licensor.

## **8. General**

- 8.1 **Notice.** Informatica occasionally may need to notify Users of the Cloud Service of important announcements regarding operation of the Cloud Service, such as notice of downtime or renewal reminders, and may do this by electronic mail or online notice.
- 8.2 **Other.** This Addendum, the applicable Order, and the applicable Cloud Description Schedule (collectively "the Agreement") govern Customer's use of Cloud Services. Each Order is a separate contractual commitment. If there is a conflict between the terms of the underlying agreement between the parties and this Addendum with respect to the Cloud Service, this Addendum will prevail. The Agreement supersedes other communications between the parties, including provisions in a Customer Purchase Order. The Agreement may not be amended except in writing mutually executed by the parties. This Addendum may be executed electronically, and 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 agreement
- 8.3 For Canada only - Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. Customer has required that this Agreement and all documents relating thereto be drawn-up in English.