INFORMATICA
Master Subscription Agreement


Last Updated: August 10, 2015

This Informatica Master Subscription Agreement ("_Agreement_") is
entered into between Informatica LLC ("_Informatica_") and the Customer
who signed the _Exhibit A_ that references this Agreement and its
Affiliates ("_Customer_") as of the last date signed of such _Exhibit A_
("_Effective Date_"). For the purposes of this Agreement, the term
"_Affiliates_" shall mean any corporation or other business entity which
controls, is controlled by or is under common control with Customer
through the ownership of more than fifty percent (50%) of the
outstanding voting stock of the controlled corporation or more than
fifty percent (50%) of the equity interests of a non-corporate entity.

This Agreement and any addenda, schedules, exhibits hereto, and any
Order (as defined below in Section 1) hereto together constitute the
agreement governing Customer's use of the Informatica products and/or
online service(s), described more fully in the applicable Cloud
Description Schedule, Product Description Schedule or AddressDoctor
Product Description Schedule ("Schedule(s)") which are incorporated
herein (collectively, the "_Cloud Service_"). Informatica refers to
Informatica LLC, a Delaware limited liability company located at 2100
Seaport Blvd., Redwood City, CA 94063, and its subsidiaries and
affiliates, the owner and provider of the Cloud Service (which includes
without limitation the Content, defined below).

 1. *USE OF THE CLOUD SERVICE*

    Informatica hereby grants Customer a non-exclusive,
    non-transferable, worldwide right to authorize individuals within
    the Customer organization ("_Users_") to access or exchange data via
    the Cloud Service. All Cloud Services are described in the
    applicable _Exhibit A_ order form ("_Order_") during the applicable
    Term (as defined in Section 7 below), solely for Customer's own
    internal business purposes and subject to the terms and conditions
    of this Agreement and the License Terms associated with the specific
    Cloud Service set forth in the Order and applicable Schedule(s). All
    rights not expressly granted to Customer are reserved to Informatica
    and its licensors. The Cloud Service includes all upgrades and
    updates during the Term which Informatica makes generally available
    at no additional cost to its customers, but does not include those
    upgrades containing new or different features or functionality for
    which Informatica charges its customers separately.

    Cloud Service offerings may include a limited-use subscription to
    on-premise software as described in the applicable Schedule(s). All
    such software is licensed subject to _Exhibit B_ hereto.

 2. *ACCOUNT INFORMATION AND DATA*

    Informatica does not own or accept responsibility for any data,
    information or material that Customer and its Users process or
    submit to the Cloud Service in the course of using the Cloud Service
    including any personally identifiable information ("_Customer

Data_"). Customer agrees to separately back up all Customer Data. Customer retains ownership of all Customer Data. Customer, not Informatica, shall have sole responsibility for the accuracy, quality, security, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. Customer is solely responsible for ensuring that any processing of Customer Data by Informatica and Customer via the Cloud Service is in compliance with all applicable laws. Customer shall provide all notices to, and obtain any consents from, third parties as required by applicable law, rule or regulation in connection with Informatica's processing of Customer Data via the Cloud Service. Customer shall not process or submit to the Cloud Service any Customer Data that includes any "protected health information," as defined under the Health Insurance Portability and Accountability Act or Sensitive Personal Data as defined under the EU Directive 95/46/EC as enacted in the member states of the European Union.

3. *CUSTOMER'S RESTRICTIONS AND OBLIGATIONS*

Customer and its Users shall not, and shall not allow third parties to: (i) license, sublicense, lease, rent, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Cloud Service, or the audio, graphical and textual information, documents, Technology (as defined in Section 4), products and services contained or made available to Customer in the course of using the Cloud Service (collectively, "_Content_") in any way unless such third parties are working on behalf of Customer as contractors or consultants and have been authorized by Customer to use the Cloud Service on its behalf; (ii) modify or make derivative works based upon the Cloud Service or the Content (provided that configuring the Cloud Service within its policy parameters shall not constitute a modification or derivative work); (iii) use the Cloud Service as a paid service bureau or to provide a paid service directly or indirectly to third parties, or to enable use by third parties of the Cloud Service (except for third party Users who are agents or contractors working for the benefit of Customer), (iv) reverse engineer, adapt, translate, decompile, or otherwise derive the source code of any downloadable component of the Cloud Service (except in the European Union, to the extent permitted by the 2009 EU Directive 2009/24/EC on the legal protection of computer programs in order to achieve interoperability, but only after notifying Informatica and giving Informatica an opportunity to provide any necessary interoperability information), or (v) access the Cloud Service for purposes of benchmarking or competitive purposes.

Customer and its Users shall not: (i) interfere with, intentionally overload or disrupt the performance of the Cloud Service or the Content contained therein; (ii) attempt to gain unauthorized access to the Cloud Service or its related systems or networks; (iii) transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or offensive data or material, or data that violates the privacy rights of any person; or (iv) transmit or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

Customer is responsible for all activity occurring under its Users' accounts and shall abide by all applicable local, state, national and international laws, treaties and regulations in connection with use of the Cloud Service, including those related to taxes, data privacy, and the transmission of technical or personal data. Customer shall: (i) protect the secrecy of Customer's authorized user IDs and passwords; (ii) notify Informatica immediately of any unauthorized use of any user ID or password or any other known or suspected breach of security; (iii) report to Informatica immediately and use reasonable efforts to stop any copying or distribution of Content not authorized by Informatica that is known or suspected by Customer or its Users; and (iv) not impersonate another Informatica customer or Cloud Service user or provide false identity information to gain access to or use the Cloud Service. Customer agrees that anyone who inputs a valid user ID and password will be deemed an appropriate User unless and until Customer notifies Informatica to the contrary in writing. Any individual User who has violated this Section may have its account suspended pending resolution of any concerns between Informatica and Customer.

4. *INTELLECTUAL PROPERTY OWNERSHIP*

   Informatica (and its licensors, where applicable) shall own all right, title and interest, including all related inventions whether patented or not, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world (collectively, "_Intellectual Property Rights_"), in and to the Content and the Cloud Service, and in any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Cloud Service. "_Technology_" means all of Informatica's proprietary technology (including any downloadable components, any other software, products, processes, algorithms, user interfaces, know-how, techniques, designs, mappings, routings, templates and other tangible or intangible technical material or information), and all related Intellectual Property Rights, made available to Customer by Informatica in providing the Cloud Service, and constitutes part of the Content. This Agreement does not convey to Customer any rights of ownership in or related to the Cloud Service or the Content. The Informatica name, the Informatica logo, and the product names associated with the Cloud Service are trademarks of Informatica or third parties, and no right or license is granted to Customer to use or remove them.

5. *THIRD PARTY CONTENT*

   Use of the Cloud Service may entail accessing links (including via application programming interfaces) to web pages or servers that are not owned or controlled by Informatica ("_Third Party Webpages_"). Users' links to and interactions with Third Party Webpages are strictly between Customer and the applicable third party in all respects, including without limitation, compliance with applicable third party terms of use or service and privacy policies. Informatica and its licensors shall have no liability, obligation or responsibility for any such Third Party Webpages or activities by

Customer or its Users relating thereto, or products or promotions available on or through such Third Party Webpages. Informatica does not endorse any sites on the Internet that are linked through the Cloud Service; such links are provided to Customer and its Users only as a convenience. In addition, certain third-party providers of ancillary software, hardware or services may require Customer's agreement to additional or different license or other terms prior to Customer's or its Users use of or access to such software, hardware or services.

6. *PAYMENT OF FEES; BILLING AND RENEWAL*

Customer shall pay all Cloud Service fees and charges in advance, covering the Term set forth in the applicable Order net thirty (30) days from invoice date, unless otherwise specified in such Order. All payment obligations for the Term (as defined below) are non-cancelable and all amounts paid are nonrefundable except as otherwise set forth in Section 7 below. Customer will be billed in US dollars unless otherwise indicated in an Order.

Customer shall pay, in addition to any applicable Cloud Services fees, all taxes (excluding taxes based on Informatica's net income) however designated, levied or based on the prices, terms or performance of this Agreement, including, without limitation, state and local sales and use taxes, duties and privilege and excise taxes, unless Customer furnishes appropriate evidence of exemption. Customer agrees to provide Informatica with complete and accurate billing and contact information. Objections to the amount of any invoice shall be submitted in writing within six (6) weeks of receipt of the invoice however such notice shall not affect the payment terms. Failure to object within the prescribed period shall be construed as acceptance.

7. *TERM AND TERMINATION; SUSPENSION*

The Term for each subscription to the Cloud Service is: (i) the time period specified in the applicable Order, commencing on the date of last signature of such Order, except as may be otherwise set forth in an applicable Schedule, or (ii) For transaction-based Cloud Services, the Term shall be the validity period for processing the transactions and any renewal thereof, as set forth in the applicable Schedule unless specifically stated in the Order. Upon the expiration of the Term, the subscription to the Cloud Services and/or the transactions in the applicable Order will terminate and Customer's access to the Cloud Service will cease, unless both parties have signed a new Order for a renewal Term.

Either party may terminate this Agreement upon written notice, if the other party: (a) breaches any of its material obligations hereunder and fails to cure such breach within thirty (30) days after written notice describing the breach; or (b) files for bankruptcy or is the subject of an involuntary filing in bankruptcy (in the latter case, which filing is not discharged within 60 days) or makes an assignment for the benefit of creditors or has a trustee appointed over all or a substantial portion of its assets. Any unauthorized use of the Cloud Service, Content or any component thereof will be deemed a material breach of this Agreement.

Customer's failure to pay any amounts due on a timely basis will be deemed material breach of this Agreement. Accounts that have fallen into arrears are subject to interest at the rate of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less. Alternatively, without terminating the subscription to the Cloud Service, Informatica may suspend the Cloud Service until payment in full. Customer will continue to be charged Cloud Service fees during any period of suspension. If Informatica initiates termination of this Agreement for Customer's breach, Customer remains obligated to pay the balance due on Customer's account for the remainder of the Term then in effect, computed in accordance with the Order, and will be billed for such unpaid fees. If Customer duly terminates the Agreement for uncured material breach by Informatica, Customer shall be entitled to reimbursement on a pro-rated basis of that portion of Customer's prepayment for the Cloud Service which covers any time period beyond the termination date. Notwithstanding any termination, all fees quoted in any Order are non-cancellable, non-refundable and non-contingent.

Upon termination or expiration of any Order or this Agreement, in the event that Informatica has any Customer Data, Customer agrees that Informatica has no obligation to retain the Customer Data. Upon termination of the Agreement, Customer shall immediately cease use of all Content and downloadable components, destroy any copies Customer or its Users may have made thereof and, if requested by Informatica, certify in writing that Customer has done so.

In the event of any expiration or termination of this Agreement, the restrictions set forth in Section 2, Section 4; any amounts unpaid under Section 6, Section 7, Sections 9-13, 15 and 20 shall survive termination.

8. *WARRANTIES*

   Each party warrants that it has the legal power and authority to enter into this Agreement.

   Informatica warrants that it will provide the Cloud Service in a manner consistent with generally accepted industry standards and that the Cloud Service will perform substantially in accordance with the online Informatica help documentation that is accessible from the Cloud Service, under normal use and circumstances. Customer warrants that (i) it has neither falsely identified itself nor any User, nor provided any false information to gain access to the Cloud Service, nor does any Customer Data violate the privacy rights of, or defame, any data subject or third party, (ii) it has provided any necessary notices and obtained any necessary consents from applicable data subjects as required by applicable law for Informatica and Customer to process Customer Data via the Cloud Service and (iii) the billing information it provided is correct.

   EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE CLOUD SERVICE, INCLUDING WITHOUT LIMITATION ALL INFORMATICA CONTENT, IS PROVIDED TO CUSTOMER 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, OR
NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT
PERMITTED BY APPLICABLE LAW BY INFORMATICA AND ITS LICENSORS.
INFORMATICA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR
GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY,
AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CLOUD SERVICE OR ANY
CONTENT. INFORMATICA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT
THAT (i) THE USE OF THE CLOUD SERVICE WILL BE ENTIRELY SECURE,
UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY
HARDWARE, SOFTWARE OR SYSTEM NOT PRESCRIBED BY INFORMATICA, (ii) ALL
ERRORS OR DEFECTS WILL BE CORRECTED, OR (iii) THE SERVICE IS FREE OF
VIRUSES OR OTHER HARMFUL COMPONENTS. The Cloud Service may be
subject to limitations, delays, inaccessibility and other problems
that are inherent in the use of the Internet. Informatica is not
responsible and disclaims all liability for any delays, failures or
damage resulting from such problems. Customer is fully responsible
for Internet access and connectivity issues.

9. *LIMITATION OF LIABILITY*

EXCEPT FOR A BREACH OF SECTIONS 1, OR 3, OR A PARTY'S OBLIGATIONS
UNDER SECTION 11 OR 12, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE
LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM
CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE
EVENT GIVING RISE TO SUCH CLAIM. EXCEPT FOR A BREACH OF SECTIONS 1
OR 3, OR A PARTY'S OBLIGATIONS UNDER SECTION 11 OR 12, IN NO EVENT
SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO THE OTHER PARTY FOR
ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL,
CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS
OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING
OUT OF, OR IN ANY WAY CONNECTED WITH THE CLOUD SERVICE, INCLUDING
BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE CLOUD SERVICE, OR
FOR ANY CONTENT OBTAINED FROM OR THROUGH THE CLOUD SERVICE, OR ANY
INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY HAS
BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. *INDEMNIFICATIONS*

Informatica shall indemnify and hold Customer and Customer's
subsidiaries, affiliates, officers, directors, employees, attorneys
and agents harmless from and against any and all claims, costs,
damages, losses, liabilities and expenses (including attorneys' fees
and costs) arising out of or in connection with a third-party claim
("_Claim_") alleging that the Cloud Service directly infringes a
third-party: (i) copyright, (ii) U.S. patent, or (iii) trademark;
provided that Customer: (a) promptly gives written notice of the
Claim to Informatica; (b) gives Informatica sole control of the
defense and settlement of the Claim (provided that Informatica may
not settle any Claim unless such settlement releases Customer of all
liability); (c) provides to Informatica all available information
and assistance; and (d) has not compromised or settled such Claim.
Informatica shall have no indemnification obligation for any Claim
arising from the combination of the Cloud Service with any of
Customer's products, services, hardware or system, if such Claim
would not have arisen but for such combination, or from any misuse
or unauthorized use of the Cloud Service. Notwithstanding the
foregoing, in the event the Cloud Service, in Informatica's opinion,

is likely to or does become the subject of a claim of infringement,
Informatica shall have the right at its sole option and expense to:
(a) modify the Cloud Service to be non-infringing while preserving
substantially equivalent functionality; (b) obtain for Customer a
license to continue using the Cloud Service; or (c) terminate this
Agreement and refund to Customer a pro rata portion of the prepaid
fees paid to Informatica hereunder for that portion of the Term
which is beyond the termination date. This Section 10 states
Informatica's sole obligation and Customer's exclusive remedy with
respect to an infringement claim.

Customer shall indemnify, defend and hold Informatica, its licensors
and its subsidiaries, affiliates, officers, directors, employees,
attorneys and agents harmless from and against any and all claims,
costs, damages, losses, liabilities and expenses (including
attorneys' fees and costs) arising out of or in connection with the
claim of a third party or data subject alleging that the Customer
Data, including any processing of Customer Data by Informatica under
this Agreement or Customer's use of the Cloud Service has violated
the rights of, defamed or otherwise caused harm to, any data subject
or third party, or violated applicable law.

11. *CONFIDENTIALITY*

This section applies to all Confidential Information disclosed
during the Term. "_Confidential Information_" whether or not marked
(if not so marked, is of a nature or disclosed under circumstances
that a reasonable person would recognize such information as
confidential) including without limitation, this Agreement, all
price information, all non-public information relating to the Cloud
Service, the Content, information relating either party's business,
finances, or customers.

The party receiving Confidential Information from the other party
("_Receiving Party_") agrees: (i) not to disclose, make public or
authorize any disclosure or publication of Confidential Information
during the Term and for five (5) years thereafter, except as
expressly agreed to in writing by the disclosing party; (ii) to take
all reasonable and necessary steps to enforce this Agreement and to
assure that all principals, officers, agents, employees,
representatives, consultants or any other persons affiliated in any
manner with the Receiving Party do not disclose, or make public, or
authorize any disclosure or publication of any Confidential
Information; and (iii) not to use Confidential Information for any
purpose other than the purposes related to this Agreement.

The Receiving Party may disclose the Confidential Information to its
respective officers, principals and employees, attorneys and
accountants only to the limited extent necessary to carry out the
purpose of this Agreement. To the extent that the Receiving Party
desires to make disclosure to any persons other than its officers,
principals, or employees, attorneys or accountants, as a condition
precedent to disclosure, such recipient must execute a
confidentiality/non-use agreement in a form substantially similar to
this Section before disclosure is made.

Upon request, the Disclosing Party shall provide a non-confidential

summary of Confidential Information prior to disclosure of the actual Confidential Information to enable the Receiving Party to determine whether it will accept the Confidential Information. Each party has the right to refuse to accept any information, data, materials or Confidential Information under this Agreement, and nothing obligates either party to disclose to the other party any information or materials of any nature.

Notwithstanding the above, the receiving Party will have no liability to the disclosing party with regard to Confidential Information which: (i) was known to the Receiving Party at the time it was disclosed as can be demonstrated by documentary evidence; (ii) is in or enters the public domain through no fault of the receiving Party; (iii) is disclosed with the prior written approval of the disclosing party; (iv) becomes known to the receiving Party from a source other than the disclosing party without violation of the disclosing party's rights; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, that the receiving Party will provide prompt notice thereof to enable the disclosing party to seek a protective order or otherwise prevent or narrow such disclosure.

12. *PRIVACY & SECURITY; DISCLOSURE; COMPLIANCE*

Cloud Services may use third-party data centers, which are independently audited and certified as SSAE 16 compliant. Informatica adheres to the Safe Harbor Privacy Principles published by the U.S. Department of Commerce with respect to the transfer of personal data of residents in the European Economic Area and Switzerland to the United States and to the best of its knowledge complies with all applicable United States laws. Informatica may disclose the fact that Customer is a customer of Informatica without Customer's prior written consent. Customer shall be the data controller and Informatica shall be a data processor with respect to any Customer Data processed via the Cloud Service. Informatica shall process Customer Data via the Cloud Service on behalf of Customer only in accordance with the terms of this Agreement and any instructions reasonably given by Customer from time to time. Informatica shall take reasonable measures designed to protect Customer Data from loss, misuse and unauthorized access, disclosure, alteration and destruction. Informatica reserves the right to hire other companies to provide services on its behalf in connection with its provision of the Cloud Service. Informatica will prohibit such subcontractors from using Customer Data for any other purpose other than to perform services on behalf of Informatica. Informatica reserves the right to transfer Customer Data to the U.S. and other countries for processing in connection with its provision of the Cloud Service.

13. *EXPORT CONTROL*

The Technology may be subject to United States export control laws. Customer agrees to comply with all laws and regulations of the United States and other countries where the Cloud Service is used by Customer ("_Export Laws_") to assure that the Technology is not exported, directly or indirectly, in violation of Export Laws. Customer acknowledges and agrees that the Cloud Service shall not be

used, nor the Technology transferred, in or to countries where the United States maintains an embargo, or to or by a national or resident thereof or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.

14. *MODIFICATION TO TERMS*

This Agreement may not be amended except by a writing signed by an authorized representative of Informatica and Customer.

15. *ASSIGNMENT; CHANGE IN CONTROL*

This Agreement may be assigned by either party without the prior written consent of the other party only to (i) an Affiliate, (ii) an acquirer of substantially all of the assignor's assets, or (iii) a successor by merger or acquisition of the assignor, provided that any assignment of the Agreement by Customer to a competitor of Informatica as may be reasonably defined by Informatica shall be void unless Informatica gives its prior written consent. Any purported assignment in violation of this section shall be void.

16. *GENERAL*

Either party may give notice by written communication sent by first class mail or pre-paid post to the other party's address on record, or by renowned national or international courier service, with signature required. Such notice shall be deemed to have been duly given upon the expiration of five days after mailing or posting (if sent by first class mail or pre-paid post), on the day of receipt if sent by overnight courier with signature required. Notice to Informatica shall be addressed to the General Counsel and sent to the address set forth above. Customer's address for notice shall be set forth on the signature page hereof. Notwithstanding the foregoing, 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.

This Agreement shall be governed by the laws applicable in California, without regard to its choice or conflicts of law provisions. Venue and Jurisdiction shall reside in the Federal District Court for the Northern District of California. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement. Except for terms in an Order which shall be fully executed by Customer and Informatica, no text or information set forth on any purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Informatica as a result of this Agreement or use of the Cloud Service. The failure of a party to enforce any right or provision in this Agreement shall not constitute a waiver of such

right or provision unless acknowledged and agreed to by such party
in writing. This Agreement, together with any exhibits comprises the
entire agreement between Customer and Informatica and supersedes all
prior or contemporaneous negotiations, discussions or agreements,
whether written or oral, between the parties regarding the subject
matter contained herein. Either party may seek to obtain injunctive
relief without posting of bond.

EXHIBIT B
SOFTWARE ADDENDUM


This Software Addendum (the "_Addendum_") to the Subscription Agreement
(the "_Agreement_") is entered into between Informatica and Customer as
of the Effective Date, and forms part of the Agreement. Capitalized
terms not defined in this Addendum shall have the meanings set forth
elsewhere in the Agreement.

 1. *LICENSE GRANT*

   1.1 Informatica grants to Customer, as part of and in support of its
   subscription to the applicable Cloud Service(s) described in an
   _Exhibit A_, a limited, non-exclusive, non-transferable,
   non-sublicensable right and license to use the Informatica software
   set forth in the Packaging section of the applicable Cloud Service
   description in the applicable Schedule(s) ("_Software_"), strictly
   in accordance with the terms and limitations set forth in such
   Schedule(s). This license to the Software, which also constitutes
   Technology under the Agreement, is granted for the duration of the
   Term identified in the applicable _Exhibit A_, i.e., Customer's
   fully paid subscription period for the Cloud Service, subject to the
   terms, conditions and restrictions set forth in this Addendum and in
   the rest of the Agreement. Software also shall constitute part of
   the Cloud Service as the context of the Agreement requires,
   including without limitation in Sections 10, 11 and 12 of the Agreement.

   1.2 Customer shall not make the Software available to unauthorized
   third parties, and the Software may not be used for paid service
   bureau purposes or to provide a service directly or indirectly to
   third parties, including, without limitation, for the creation or
   manipulation of data to be sent to a third party or for the
   processing of data provided by a third party. Customer shall not use
   the Software except as expressly permitted hereunder. No third-party
   software that is provided with the Software may be used
   independently from the Informatica Software. Unless otherwise
   mutually agreed in writing and except to the extent required to
   obtain interoperability with other independently created software or
   as specified by law, Customer further agrees not to adapt,
   translate, reverse engineer, decompile or otherwise derive the
   source code for the Software or any of the related features of the
   Software or to allow third parties to do so.

   1.3 For each copy of the Software licensed, Customer may only
   install one (1) copy of the Software on equipment located in the
   country identified in Customer's address on _Exhibit A_. Customer
   shall inform Informatica in writing in advance of any change in the
   equipment upon which the Software is installed or the location of

such equipment. Additional installations or quantities of the Software, or any relocation of the Software outside the country indicated on _Exhibit A_ shall require additional licenses. Except for a reasonable number of copies of the Software for back-up purposes, Customer shall have no right to copy the Software. All titles, trademarks and copyright and restricted notices shall be reproduced in such copies.

1.4 Customer shall have the right to print copies of the softbound version of the documentation provided with the Software ("_Documentation_") in the form generally available and post the PDF format of the Documentation on Customer's own intranet solely for Customer's internal use during the Term. Customer shall not have the right to make copies of the hardbound version of the Documentation.

1.5 Unless requested otherwise as set forth below, the Software, Documentation and all Updates (as defined below) furnished under this Addendum shall be downloaded by the Customer or shipped via electronic delivery. Customer acknowledges that such electronic transfer shall satisfy Informatica's Software delivery requirements under this Addendum, and Informatica shall have no obligation to deliver the Software on tangible media to Customer. Nothing contained in this section shall relieve Customer of its obligation to pay any applicable sales or use taxes which may ultimately be imposed on its license of the Software or Support Services. In the event Customer elects to receive the Software and Documentation physically, the Software will be shipped FOB Point of Origin. All freight, handling and similar charges or costs incurred in connection with delivery (if any) shall be borne by Customer from the Point of Origin. If Customer loses or damages the media containing the Software licensed hereunder, following receipt of Customer's written notice, Informatica shall provide a replacement copy.

1.6 Customer acknowledges that Informatica owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software. Any references to "sale" or "purchase" of the Software shall be deemed to mean "license" in accordance with the terms contained in this Agreement. Customer agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output. Informatica reserves all rights not expressly granted to Customer in this Agreement.

2. *SUPPORT SERVICES*

2.1 Informatica agrees to provide the following support services ("_Support Services_") for the Software in return for payment in full of the amounts set forth on _Exhibit A_, with such Support Services to commence upon delivery or download of the Software:

(a) Error Correction. Upon receipt from Customer of notice of a problem with the Software during the Term (which problem can be reproduced at an Informatica support facility or via remote access to Customer's facility), Informatica shall use reasonable efforts to correct or circumvent the problem.

(b) Updates. Informatica shall notify Customer of all new maintenance releases (collectively "_Updates_") for the Software during the Term. Informatica shall make available to Customer, at no additional charge, all currently supported Updates that are developed or published by Informatica and made generally commercially available to Informatica Cloud customers at no additional charge. It shall be Customer's responsibility to download and install Updates. Updates shall not include any option or future products which Informatica licenses separately.

(c) Product Lifespan. A product release of the Software shall be supported for a period of eighteen (18) months from the date of general availability of a subsequent major product release. For example, release 8.x shall only be supported for a period of eighteen (18) months after the general availability of release 9.0.

(d) Assistance. Informatica shall provide Customer with access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems.

2.2 If Customer chooses to install Updates made available pursuant to this Agreement, Customer must uninstall and cease use of all previous versions of the Software so that Customer's use of the Software corresponds to the number of licenses obtained for the Software.

3. *FEES*

3.1 The total license and support fees are included in the subscription fees set forth on the applicable _Exhibit A_.

4. *CONFIDENTIALITY*

4.1 The parties acknowledge that the Software (both object and source code), the accompanying Documentation and all related technical and financial information constitute Confidential Information of Informatica under Section 12 of the Agreement.

5. *SOFTWARE WARRANTY*

5.1 Informatica warrants that the Software will operate in conformity with the then current standard Documentation (except for minor defects or errors which are not material to Customer) for a period of ninety (90) days from the date of initial delivery of the Software ("_Warranty Period_").

5.2 If the Software does not perform in accordance with the warranty set forth in Section 5.1 during the Warranty Period, upon written notice by Customer during the Warranty Period, Informatica will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with such warranty. Customer's sole and exclusive remedy, and Informatica's sole obligation, in the event of nonconformity of the Software with the foregoing warranty will be the correction of the condition making it nonconforming. Customer shall provide all information reasonably requested to

enable Informatica to cure the non-conformity.

5.3 WITH RESPECT TO THE SOFTWARE, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

6. *INTELLECTUAL PROPERTY INDEMNIFICATION*

6.1 Since the Software is part of the Cloud Service, Informatica's Cloud Service indemnification as set forth in the first paragraph of Section 11 of the Agreement shall apply provided that Informatica shall have no liability for any claim of infringement that results from: (a) any modification of the Software by Customer; (b) any failure by Customer to implement Updates to the Software as supplied by Informatica; or (c) the combination, operation, or use of the Software with non-Informatica programs, data or documentation, if such infringement would have been avoided by the use of the Software without such combination, operation or use. In addition, the liability limitations set forth in Section 10 of the Agreement also apply to the Software.

7. *TERMINATION; EFFECTS OF TERMINATION*

7.1 Immediately upon termination of the Agreement or expiration of the Term in the applicable _Exhibit A_, the licenses to the Software granted hereunder shall terminate, and Customer shall cease all use of the Software. Within five (5) days after expiration of the Term or the sooner termination of the Agreement, Customer will de-install the Software and all copies thereof and (a) return to Informatica the Software in the form provided by Informatica or downloaded by Customer and all copies in whole or in part made by Customer; or (b) upon request by Informatica destroy the Software and all copies, and certify in writing that they have been destroyed.

7.2 Termination shall not relieve Customer from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies.

7.3 Sections 1.6, 3, 4 and 6-8 shall survive termination or expiration of this Agreement.

8. *GENERAL*

8.1 Informatica shall have the right, on at least ten (10) days' prior written notice and not more than once every twelve (12) months, to conduct a software audit during Customer's normal business hours to verify Customer's use of the Software, compliance with the terms of this Agreement and payments made to Informatica hereunder. Customer agrees to immediately remit to Informatica any shortfall in payment disclosed by such software audit including any late charges applicable thereto. In addition, if any such examination discloses a shortfall in payment to Informatica of more than five percent (5%) for any year, Customer agrees to pay or reimburse Informatica for that software auditing expense upon written request by Informatica.

8.2 If Customer is a branch or agency of the U.S. Government, use, duplication or disclosure of the Software is subject to the restrictions set forth in the Agreement except that this Agreement shall be governed by federal law. Any additional rights or changes desired by the U.S. Government shall be negotiated with Informatica consistent with Section 16 of the Agreement.