



INFORMATICA PARTNER PROGRAM AGREEMENT TERMS

BY EXECUTING ANY INFORMATICA PARTNER PROGRAM PARTICIPATION FORM OR OTHER ORDER FORM THAT INCORPORATES THE TERMS OF THIS INFORMATICA PARTNER PROGRAM AGREEMENT BY REFERENCE, PARTNER AGREES TO BE BOUND BY THE FOLLOWING TERMS.

THESE TERMS, TOGETHER WITH ANY INFORMATICA PARTNER PROGRAM PARTICIPATION FORM, ANY APPLICABLE ORDER, THE THEN CURRENT INFORMATICA PARTNER PROGRAM GUIDE, GLOBAL CUSTOMER SUPPORT POLICIES, INFORMATICA PARTNER POLICIES, INFORMATICA PARTNER CODE OF BUSINESS CONDUCT AND ANY ADDITIONAL TERMS POSTED ON THE INFORMATICA PARTNER PORTAL CONSTITUTE THE "AGREEMENT" ARE ENTERED INTO BETWEEN THE INFORMATICA ENTITY ("INFORMATICA") AND THE PARTNER PARTY IDENTIFIED ("PARTNER") IN THE INFORMATICA PARTNER PROGRAM PARTICIPATION FORM SIGNED BY BOTH PARTIES. THIS AGREEMENT IS EFFECTIVE FROM THE LATER OF ANY START DATE STATED IN THE INFORMATICA PARTNER PROGRAM PARTICIPATION FORM OR THE LAST SIGNATURE DATE OF THE INFORMATICA PARTNER PROGRAM PARTICIPATION FORM ("EFFECTIVE DATE").

1. Definitions

The following definitions apply to the Agreement:

Affiliate means any corporation or other business entity which controls, is controlled by or is under common control with a Party 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.

Cloud Services means Informatica-branded offerings made available to an End User on demand via the Internet from equipment owned or operated by or for Informatica.

End User: means any person or company that uses an Informatica offering solely for its own internal business purposes.

Informatica refers to the Informatica legal entity entering into the Agreement and may also be referred to as "We," "Us" or "Our."

Informatica offerings means Products, Support Services, Professional and Education Services.

Order means the Informatica order forms (sometimes referred to as an Exhibit A) for the reselling or sublicensing of subscriptions or licenses for Informatica offerings by Partner to End User; for to a Statement of Work ("SOW") for Professional and Education Services.

Partner refers to the party identified in the signature block. "Partner" may also be referred to as "You" or "Your."

Partner Program means the Informatica Partner Program as described in the Program Guide and Partner Portal.

Informatica Partner Network ("IPN") or Partner Portal means the Informatica Partner Network portal website accessible to members of Informatica's Partner Program. The Partner Portal is found at <https://partners.informatica.com/public/partner-welcome.html>.

Product(s) means Software and Cloud Services.

Professional Services and Education Services mean consulting and training services, respectively. Education Services are described on the Informatica University Services website at

<https://www.informatica.com/services-and-training/informatica-university.html>, excluding Informatica Global Education Services' Passport(s) and any training services provided by authorized training partners.

Program Guide means the Partner Program Guide that outlines annual membership benefits and participation categories and requirements.

Software means Informatica-branded computer programs that may be installed on equipment owned or operated by an End User or a third party on its behalf.

Support Services means, access to the Informatica help desk and to updates, upgrades, patches, and bug fixes to Products. Capitalized terms not defined in these Partner Program Agreement Terms shall have the same meaning as in the Informatica Partner Program Participation Form.

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2. Membership Application and Partner Level.

2.1 The Informatica Partner Program is a membership program. Upon application to join the Partner Program, if accepted, the Partner will be authorized by Informatica to participate on a non-exclusive basis in its Partner Program and level. The application process for the initial term and any subsequent term ("Term") includes satisfactory completion of Informatica's Partner Questionnaire and Annual FCPA Certification process. Partner must also execute a new Informatica Partner Program Participation Form.

2.2 Subject to an active Partner Program Agreement, Partner will be given access to the Partner Program benefits applicable to the enrolled and then current Partner Program and level. Partner membership level or benefits may vary during the Term based on the eligibility criteria for each Partner Program and level and are subject to change at Informatica's discretion. The Informatica Partner Program policies are located on the

Informatica Partner Portal site. Informatica may, in its discretion, decline any application and/or transaction proposed by Partner.

2.3 Partner Affiliates may, subject to the satisfactory completion of Informatica's Partner Questionnaire and Annual FCPA Certification process for each Partner's Affiliate, participate in the Informatica Partner Program pursuant to the terms of the Agreement between Partner and Informatica as follows (a) Partner and Informatica will, agree in writing on the list of authorized Partner's Affiliates to be attached to the Partner Participation Form, including entity names and applicable countries and Partner will be responsible for those Partner Affiliates' compliance with the Agreement or (b) Each Partner Affiliate may execute a Partner Program Participation Form incorporating the terms of Partner's Agreement. If (a) applies, then Partner represents it is authorized to enter into (and shall provide) an annual FCPA certification on behalf of Partner and its Affiliates.

3. Rights and Obligations

3.1 **Partner Obligations:** All Partners will during the Term pursuant to the Program Guide and Partner's applicable program and level:

- a. Maintain expertise about Informatica offerings necessary to participate in Informatica sales and pre-sales activities, such as demonstrations and proofs of concept;
- b. Pursue joint opportunities with Informatica which include the sale of subscriptions to Informatica offerings;
- c. Maintain personnel who are knowledgeable and/or trained in the Informatica offerings and at least one Partner contact who will act as the Alliance Manager between the Partner and Informatica;
- d. Cooperate with Informatica in matters relating to the marketing, sales and support of Informatica offerings;
- e. Avoid deceptive, misleading, false or unethical practices which are or might be detrimental to Informatica.
- f. Cooperate in any Informatica review of Partner's conformance with the Agreement, including use of Informatica offerings or Informatica Materials.

3.2 Access to Informatica Offerings, Materials and Training.

a. **Informatica Materials.** Partner is entitled to receive reasonable access to Informatica offerings and Informatica technology, documentation or other materials (collectively "Informatica Materials"), if applicable, solely for (i) providing internal training to Partner's own employees; (ii) the purposes set forth in Section 3.1 above and the Partner Program Participation Form; and (iii) conducting demonstrations and proofs of concept to End Users ("Informatica Temporary Subscriptions"). The number of Informatica Temporary Subscriptions is at Informatica's discretion. Except as expressly provided in this Agreement or with Informatica's prior written consent, the Informatica Temporary Subscriptions may not be used for (i) the processing of End User or other third-party data in any way including but not restricted to customer/End User assessments, audits or projects, (ii) production use or development or testing of any type (iii) to provide training to third parties (iv) to perform competitive analysis or benchmark

testing; (v) in any way that infringes the rights of Informatica or any third party. Informatica may, at any time, review and validate Partner's and/or End User's use of Informatica Products and other materials provided under the Agreement, and Partner will provide information and access as reasonably necessary for that review.

b. **Training for Partners.** Partner may purchase Informatica Education Services and Accreditation for its employees described in the Program Guide or on the Informatica Partner Portal.

3.3 **Technical Support (Informatica Support and Informatica Network).** As part of membership in the Partner Program, Partner will be entitled to receive the applicable Informatica Support Services made available as per the Agreement and the Partner Level via Informatica's online technical support portal, Informatica Network. Partner shall designate a number of employees as primary and alternate Support Services contacts as per the program level applicable to Partner ("Authorized Contacts") and notify Informatica upon any change in contacts. Only Partner Authorized Contacts trained in the use of the Informatica Products shall be permitted to open technical requests and interact with Informatica's Support Services organization. Partner may only log requests with Informatica related to its own use of the Informatica Products pursuant to this Agreement and not on behalf of any End Users.

4. Term and Termination

4.1 **Term.** Except otherwise mentioned in the Informatica Partner Program Participation Form, this Agreement will remain in effect for the period of two (2) years started from the Effective Date stated in each Informatica Partner Program Participation Form, unless otherwise terminated in accordance with these terms.

4.2 **Termination.** Either Party may terminate this Agreement upon written notice to the other Party if the other Party: (a) is in default of any obligation under this Agreement including but not limited to the Partner Program and Informatica's Partner Code of Conduct that is (i) incapable of being cured, or (ii) capable of being cured, but has not been cured within thirty (30) days after receipt of written notice of the default, (b) any failure to complete or comply with the Informatica Annual Partner Certification or (c) 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.

4.3 **Effects of Termination.** Upon termination of an Agreement, all of Partner's rights under the Agreement shall immediately cease and, within ten (10) days of the termination or expiration, Partner will certify to Informatica that Partner has returned to Informatica or destroyed any copies of the Informatica offerings and Informatica Materials. Partner will not be entitled to a refund of any fees paid prior to the termination, and all fees payable by Partner under any Orders executed prior

to the termination date for time periods after the termination date remain due and payable. Upon Informatica's discretion, any Order (including renewals) still in force at the termination of this Agreement shall remain in force until its full completion in accordance with this Agreement. This Agreement shall survive for the purpose of the surviving Order(s) but no new Order(s) can be executed after the termination date of this Agreement. Each Party will return to the other Party or destroy any Confidential Information of the other Party which is then in its possession. Sections 5 through 10 shall survive termination of this Agreement.

5. Confidentiality.

5.1 For purposes of this Agreement, the party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to as "Receiving Party." "Confidential Information" means the Products, Services, Documentation, Informatica offerings, Informatica Materials, all related technical and financial information, including the terms of this Agreement, and any nonpublic information, technical data or know-how, including, without limitation, that which relates to technology or the Documentation, specifications, source code, object code, research, inventions, processes, evaluations, designs, drawings, engineering, products, services, customers, company structure/ownership, plans, markets, human resources, and financial information of either Party including its Affiliates which (i) has been marked as confidential; (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. The Parties also agree that any confidential information of any End-Users or prospects disclosed by either Party is Confidential Information.

5.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was already rightfully in its possession, without confidentiality obligations; (b) is or becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (c) is disclosed to Receiving Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (d) Receiving Party can demonstrate was independently developed without reliance on any Confidential Information of Disclosing Party, provided that if only part of any Confidential Information falls within one or more of the exceptions set out in this Section 5.2, the remaining part of the Confidential Information shall continue to be subject to the restrictions set forth in this Agreement.

5.3 Receiving Party: (a) may use Confidential Information solely for the purposes of this Agreement; (b) shall ensure to disclose only to its Affiliates, employees, agents contractors and contract partners who have a need to know have access to the Confidential Information of Disclosing Party and that they are obligated to maintain the confidentiality of the Confidential Information in accordance with this Agreement; (c) shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard its own Confidential Information; and (d) may disclose 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 Receiving Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure and further provided Receiving Party shall otherwise continue to treat the Confidential Information in accordance with this Agreement. Receiving Party's obligations shall also be applicable to Confidential Information disclosed by Disclosing Party to Receiving Party prior to the execution of this Agreement, or any Order or SOW. Receiving Party will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to Disclosing Party within ten (10) days after Disclosing Party's written request. Receiving Party agrees to undertake whatever action is reasonably necessary to remedy any breach of Receiving Party's confidentiality obligations or any other unauthorized disclosure or use of the Confidential Information by Receiving Party, its employees, agents, or contractors.

6. Payment Terms.

All Informatica invoices are due and payable by Partner within thirty (30) days of receipt. If Informatica does not receive timely payment, Informatica reserves the right to (i) charge a late fee equal to the lesser of one percent (1%) per month or the maximum amount allowed by law in addition to Informatica's cost of collection, and (ii) suspend or terminate the impacted Informatica offerings. Partner shall pay applicable sales, use, goods and services, value-added, or equivalent "indirect" taxes and duties unless Partner timely gives Informatica documentary evidence of exemption as prescribed by the tax authorities. Informatica shall ensure Informatica's invoices state taxes separately and meet local statutory invoicing requirements to enable Partner to seek recovery of the indirect taxes collected and remitted by Informatica. Partner's payment obligations to Informatica are not contingent upon payment by the End User to Partner. Informatica may periodically conduct a credit check, and in its discretion, require advance payment of fees prior to delivery of Informatica offerings or decline to accept an Order.

7. Intellectual Property Rights.

7.1 Proprietary Rights. Informatica owns all patent, copyright, trade secret, trademark, and other proprietary rights, in and to (a) the Informatica offerings, Informatica Materials, Informatica Trademarks (as defined below) and deliverables, any corrections, bug fixes, enhancements, updates or other modifications and derivatives thereof; and (b) all pre-existing and independently developed Informatica furnished technology and materials, and all modifications and derivatives thereof; and (c) associated goodwill. Informatica reserves all rights not expressly granted to Partner. Partner will not remove from view any copyright legend, Informatica Trademark or confidentiality notice appearing on any Informatica offerings or Informatica Materials, or the output of the Informatica offerings or adapt, translate, reverse engineer, decompile or otherwise derive the source code for any Informatica offerings or Informatica Materials. Except as specifically permitted by this Agreement, Partner will not directly or indirectly use any Informatica offerings, Informatica Materials or Informatica Confidential

Information to create any products, services or user documentation which is substantially similar to any Informatica offerings. Partner will not use any Informatica offerings, Informatica Materials or Informatica Trademarks, either directly or indirectly, for the benefit of any third parties (other than potential End Users of Informatica Products) or competitors of Informatica.

7.2 Trademarks. During the term of an Agreement, Partner may display and use the Informatica logos, trademarks applicable to the Informatica offerings ("Informatica Trademarks") solely for purposes of the Agreement and solely in accordance with the Informatica Branding Guidelines available here <https://partners.informatica.com/resource-center/sales-and-marketing/brand.html> or the Partner Portal. Informatica may use the Partner's logos and trademarks ("Partner Trademarks") in connection with Partner's membership of the Partner Program. Upon the expiration or termination of the Agreement, each Party will stop using or displaying the other Party's Trademarks. Partner will not contest any Informatica Trademark, apply for registration of any Informatica Trademark or use or apply for registration of any trademark which is confusingly similar to an Informatica Trademark.

8. Warranty and Indemnification.

8.1 Warranty. Except as expressly set forth in this Agreement, the applicable Order or in any form, Informatica offerings including without limitation all informatica content, are provided to customer strictly on an "as is" basis Informatica makes no other warranties, express or implied including any implied warranty of merchantability or fitness for a particular purpose.

8.2 Patent, Trade Secret and Copyright Indemnification. Informatica will indemnify, defend and hold Partner harmless from any third-party claim of patent, trade secret or copyright infringement asserted against Partner by virtue of Partner's use of the Informatica offerings, provided that: (i) Informatica is given prompt written notice of the claim, (ii) Informatica has the right to control and direct the defense of the claim and (iii) Partner shall fully cooperate with Informatica in the defense. Informatica shall have no liability for any claim of infringement that results from: (i) any modification of the Informatica offerings by Partner, (ii) any failure by Partner to implement updates to the Informatica offerings as supplied by Informatica or (iii) the combination, operation, or use of the Informatica offerings with non-Informatica programs, materials, products, services, data or documentation, if the infringement would have been avoided by the use of the Informatica Products without the combination, operation or use;. In the event any Informatica Product, in Informatica's opinion, is likely to or does become the subject of a claim of infringement, Informatica may at its sole option and expense to: (i) modify the Informatica offering to be non-infringing; (ii) obtain for Partner a license to continue using the Informatica offering or (iii) terminate the license for the impacted offering, accept return of those Informatica offering and refund to Partner a pro rata portion of the fee paid to Informatica for the impacted Informatica offering. The foregoing states the entire liability and obligation of Informatica

with respect to any infringement or claims of infringement by the Informatica products, or any part thereof, of any patent, copyright, trade secret or other proprietary right.

8.3. Limitation of liability. EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED AS A MATTER OF LAW, BREACH OF, OR INDEMNITY FOR, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND PAYMENT OBLIGATIONS (A) IN NO EVENT WILL EITHER PARTY OR INFORMATICA'S SUPPLIERS AND TRANSACTION PARTNERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE LIABILITY OF INFORMATICA AND ITS SUPPLIERS AND TRANSACTION PARTNERS TO PARTNER ARISING FROM THIS AGREEMENT OR THE INFORMATICA PRODUCTS 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 PRODUCTS OR SERVICES GIVING RISE TO THE APPLICABLE LIABILITY.

9. Personal Data Protection

The Parties agree to comply with applicable data protection or privacy laws or regulations ("Data Protection Laws"). Each Party will provide any required notices to and obtain any consents required to be obtained by that Party from data subjects under Data Protection Laws prior to disclosing personal data to the other. The other Party will maintain and use such personal data in accordance with its privacy policy, which will comply with Data Protection Laws or, if disclosed for processing on the disclosing party's behalf, in accordance with a data processing agreement to be agreed between the Parties.

10. General Provisions.

10.1 Independent Contractors. Informatica and Partner are independent contractors and shall so represent themselves to all third parties. Neither Party has the right to bind the other in any manner whatsoever and nothing in this Agreement shall be interpreted to make either Party the agent or legal representative of the other or to make the parties joint venturers. Partner will not state or imply that any Partner products or services have been developed, endorsed, reviewed or otherwise approved by Informatica.

10.2 Compliance with Laws. Each Party will comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency which apply to or result from its obligations under this Agreement (collectively, "applicable laws"). Partner (a) will comply with Informatica's Partner Code of Conduct available at <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/informatica-partner-code-of-conduct.pdf> and applicable laws relating to (i) export or re-export directly or indirectly (including via remote access) of any Informatica Products, Informatica Materials or associated Confidential

Information, including the Export Administration Regulations of the US Department of Commerce and the Enhanced Proliferation Control Initiative; and (ii) public integrity, anti-bribery and anti-corruption of any applicable jurisdiction, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act; and (b) will not make any offer, promise, gift or payment of money, gratuity, or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage, in connection with any business venture, contract or commercial endeavor arising in whole or in part from this Agreement. Informatica shall require Partner to confirm compliance with the above annually by signing the Informatica Annual Partner Certification. Partner will indemnify and defend Informatica, its Affiliates, officers, directors, agents and employees ("Informatica Indemnitees"), against any fees, fines, costs, liens, expenses, liens, claims, judgments or other liabilities that any Informatica Indemnatee may incur as a result of Partner's acts or omissions relating to these obligations.

10.3 Assignment. Partner may not assign this without Informatica's prior written consent, which will not be unreasonably withheld. A change in control of a party will be considered an assignment for purposes of this Agreement. Any attempted assignment in violation of the foregoing limitation will be null and void.

10.4 Governing Law.

FOR North America and Latin America Partners - This Agreement will be governed by California, excluding its choice of law rules, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute will be brought in the San Mateo County Superior Court or the federal court for the Northern District of California. If an action is brought to enforce the provisions of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees and expenses. Use, duplication or disclosure of Informatica Products by the U.S. Government is subject to the terms of this Agreement except that this Agreement will be governed by federal law.

FOR EMEA Partners - This Agreement will be governed by the laws of Republic of Ireland, excluding its choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute will be brought in the Irish courts.

FOR APAC Partners - This Agreement will be governed by the laws of Singapore, excluding its choice of law rules and the United Nations Convention on Contracts for the International

Sale of Goods. Any dispute will be brought in the Singapore courts.

10.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter. This Agreement may be amended or supplemented only in writing and signed by an authorized representative of each Party. The pre-printed terms in any purchase order issued by a party will be of no effect. No waiver of any right or remedy on one occasion by either Party will be deemed a waiver of that right or remedy on any other occasion. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

10.6 Force Majeure. A Party is not liable for non-performance of this Agreement, if the non-performance is caused by events or conditions beyond that party's control and the party gives prompt notice and makes all reasonable efforts to perform. In no event will this provision affect a party's obligation to make payments under this Agreement.

10.7 Non-Solicitation. Unless prohibited by applicable laws, during the term of this Agreement and for one year thereafter, each party agrees not to actively solicit for employment any employee or representative of the other party who are involved in the activities covered by this Agreement without the prior written consent of the other Party. This provision does not restrict general advertisements of employment or the rights of any employee of one Party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other Party and under those circumstances, for the other Party to hire that employee.

10.8 Notices. Every notice and demand required or permitted under the terms of this Agreement will be in writing and will be sent by certified mail, return receipt requested or by other means of delivery requiring a signed receipt, to the other party's address first set forth above in the signature block in the Informatica Partner Program Participation Form, with a cc in the case of Informatica to Legal Department legal@informatica.com. All notices shall be effective upon receipt. A Party may change its address by giving written notice to the other party in accordance with this section.