

Napa County Agreement No.: 240185B

LICENSE ORDER AGREEMENT

INFOVERITY U.S., INC.

5131 POST ROAD, SUITE 220, DUBLIN, OHIO 43017
WWW.INFOVERITY.COM

TO: Dan Glascott
Deputy CIO, Application Dev
County of NAPA
650 Imperial Way
Napa, CA 94559

FOR: Dan Glascott
Deputy CIO, Application Dev
County of NAPA
650 Imperial Way
Napa, CA 94559

FROM: John Nettuno
Director
Infoverity U.S., Inc.
5131 Post Rd
Suite 220
Dublin, OH 43017

EMAIL: dan_glascott@countyofnapa.org
PHONE: (707) 259-8185

EMAIL: dan_glascott@countyofnapa.org
PHONE: (707) 259-8185

EMAIL: jnettuno@infoverity.com
PHONE: (713) 614-0886

TERMS: FTIN: 45-2428631
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
DUNS No: 059717045
Sales Tax May Apply

QUOTE NO: 40875263
QUOTE DATE: 10/23/2023
QUOTE EXPIRES: 11/30/2023
RFQ NO: ITS052301
SHIPPING: GROUND
TOTAL PRICE: \$1,015,868.63
TOTAL QUOTE: \$1,015,868.63

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	0000036364-0000	MDM SaaS - Customer 360 - Customer B2C Unconsolidated Records - Annual Subscription Informatica, Inc.	\$179,129.63	OM 300,001	\$179,129.63
2	0000036360-0000-2	Intelligent Data Management Cloud - IPU - per Consecutive Month Informatica, Inc.	\$81,337.50	OM 150	\$81,337.50
3	0000035181-0000	Intelligent Data Management Cloud - Overage Protection per Consecutive Month Informatica, Inc.	\$0.00	OM 1	\$0.00
4	0000026370-0000	North America Regional Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$9,167.14	OM 1	\$9,167.14
5	0000026302-0000	Non-Production Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$0.00	OM 2	\$0.00
6	0000036511-0000	Global Phone Number Validation and Email Verification with Hygiene Bundle for Cloud (Per Hit) Informatica, Inc.	\$0.0046	OM 300,001	\$1,391.76
7	0000035710-0000	Signature Select for Subscription Informatica, Inc.	\$67,596.85	OM 1	\$67,596.85
YEAR 1 SUBTOTAL:					\$338,622.88
YEAR 2					
8	0000036364-0000	MDM SaaS - Customer 360 - Customer B2C Unconsolidated Records - Annual Subscription Informatica, Inc.	\$179,129.63	OM 300,001	\$179,129.63
9	0000036360-0000-2	Intelligent Data Management Cloud - IPU - per Consecutive Month Informatica, Inc.	\$81,337.50	OM 150	\$81,337.50
10	0000035181-0000	Intelligent Data Management Cloud - Overage Protection per Consecutive Month Informatica, Inc.	\$0.00	OM 1	\$0.00
11	0000026370-0000	North America Regional Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$9,167.14	OM 1	\$9,167.14
12	0000026302-0000	Non-Production Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$0.00	OM 2	\$0.00
13	0000036511-0000	Global Phone Number Validation and Email Verification with Hygiene Bundle for Cloud (Per Hit) Informatica, Inc.	\$0.0046	OM 300,001	\$1,391.76
14	0000035710-0000	Signature Select for Subscription Informatica, Inc.	\$67,596.85	OM 1	\$67,596.85
YEAR 2 SUBTOTAL:					\$338,622.88
YEAR 3					
15	0000036364-0000	MDM SaaS - Customer 360 - Customer B2C Unconsolidated Records - Annual Subscription Informatica, Inc.	\$179,129.63	OM 300,001	\$179,129.63
16	0000036360-0000-2	Intelligent Data Management Cloud - IPU - per Consecutive Month Informatica, Inc.	\$81,337.50	OM 150	\$81,337.50
17	0000035181-0000	Intelligent Data Management Cloud - Overage Protection per Consecutive Month Informatica, Inc.	\$0.00	OM 1	\$0.00
18	0000026370-0000	North America Regional Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$9,167.14	OM 1	\$9,167.14
19	0000026302-0000	Non-Production Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$0.00	OM 2	\$0.00
20	0000036511-0000	Global Phone Number Validation and Email Verification with Hygiene Bundle for Cloud (Per Hit) Informatica, Inc.	\$0.0046	OM 300,001	\$1,391.76

QUOTE Date: 10/23/2023
QUOTE NO: 40875263

PRICE QUOTATION

21	0000035710-0000	Signature Select for Subscription Informatica, Inc.	\$67,596.85	OM	1	\$67,596.85
YEAR 3 SUBTOTAL:						\$338,622.88
SUBTOTAL:						\$1,015,868.63
TOTAL PRICE:						\$1,015,868.63
TOTAL QUOTE:						\$1,015,868.63

Pricing and terms subject to change

Special Remarks

For this Order only, Sub-section 4.3(e) of the Informatica License and Services Agreement at <https://www.informatica.com/legal/informatica-license-services-agreement.html> is modified as follows: '(e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, including but not limited to the California Public Records Act, 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 so that Disclosing Party will have a reasonable opportunity to object to such disclosure and further provided the Receiving Party shall otherwise continue to treat such Confidential Information in accordance with this Agreement.'

COUNTY shall make three (3) equal payments of \$338,622.88 (plus applicable taxes, if any) with the first such payment being due within thirty (30) days of receipt of Inforevery's invoice which invoice shall be issued following execution of this Quote. Inforevery shall issue a subsequent invoice annually thereafter, and payment shall be due within thirty (30) days of receipt of such invoice.

All fees are non-cancellable, non-refundable and non-contingent subject only to any legislatively mandated fiscal funding cancellation due to nonappropriation of funds.

COUNTY and its Users shall comply with the following: (i) the Informatica License and Services Agreement ('ILSA') at <https://www.informatica.com/legal/informatica-license-services-agreement.html> or substantially equivalent terms; (ii) the applicable Cloud and Product Description Schedule at <https://www.informatica.com/content/dam/informatica-com/en/docs/informatica-cloud-and-product-description-schedule.pdf>; (iii) the current Informatica Customer Support Guide available at <https://network.informatica.com/docs/DOC-3015>; and (iv) where Informatica's provision of the offerings includes the processing of personal data by Informatica, the data processing agreement at <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/online-data-processing-agreement.pdf>, which are incorporated by reference (collectively the 'Agreement').

The offerings set forth above made available on a subscription basis may only be used for the duration set forth above or otherwise set forth in the Cloud and Product Description Schedule ('Subscription Period'). This order represents a binding, non-contingent, non-cancellable obligation on COUNTY's part to pay the total fees specified above. Unless the Parties agree to renew the Subscription Period, upon expiration of the Subscription Period COUNTY will, and will cause other authorized users to, cease use of and access to the Product or Service, uninstall and destroy copies of any applicable Software from its systems and related technical documentation. Renewal of the Subscription Period shall be subject to the applicable renewal fees.

Renewals are quoted assuming the same duration and level of Products and Services as during the prior term and may be requested if the term or level of Products or Services are reduced.

Informatica will provide the offerings and documentation by electronic transfer.

IN WITNESS WHEREOF, the Parties have caused this License Order Agreement to be executed by their duly authorized representatives who personally warrant their authority to so act as of the last signature date below, which shall be the Effective Date.

CONTRACTOR: Inforevery U.S., Inc.:

DocuSigned by:
 By: Matthew Wienke
939EA09215284FD...
 Matthew Wienke - President 11/4/2023
 Date: _____

DocuSigned by:
 By: Mark Thompson
F0884080F0F34F5...
 Mark Thompson - Chief Operating Officer 10/30/2023
 Date: _____

COUNTY: Napa County, a political subdivision of the State of California

By: _____
 Belia Ramos, Chair - Board of Supervisors
 Date: _____

APPROVED AS TO FORM - Office of County Counsel

By: Ryan Fitzgerald
 County Counsel (Deputy)
 Date: October 30, 2023
 PL No. 102800

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

By: _____
 Deputy Clerk of the Board
 Processed by: _____
 Date: _____

ATTEST: NEHA HOSKINS - CLERK OF THE BOARD OF SUPERVISORS

By: _____
 Date: _____



INFORMATICA LICENSE AND SERVICES AGREEMENT

BY EXECUTING AN ORDER OR SOW THAT INCORPORATES THE TERMS OF THIS INFORMATICA LICENSE AND SERVICES AGREEMENT BY REFERENCE OR BY COMPLETING ANY ONLINE ENROLLMENT FORM OR CLICKING THE ACCEPTANCE CHECK BOX DISPLAYED AS PART OF AN ENROLLMENT PROCESS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS. BY ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THE AGREEMENT, "Informatica" refers to the Informatica legal entity set forth on Your Order or SOW. All headings are for ease of reference and are for convenience only, and do not affect interpretation.

1. SCOPE OF USE

Definitions:

Software means Informatica-branded computer programs that may be installed on equipment owned or operated by Customer or a third party on Your behalf.

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

Professional Services and **Educational Services** mean consulting or training services respectively, provided by Us either remotely via the Internet or in person.

Support Services means, as applicable to Your Order, access to Our help desk and to updates, upgrades, patches and bug fixes.

Products means Software and Cloud Services.

Informatica may also be referred to as "We," "Us" or "Our(s)" and Customer may also be referred to as "You" or Your(s).

- 1.1. **Transaction Documents.** You can acquire Products and Support Services identified on our order form that We may refer to as an Exhibit A ("Order") and Professional Services and Educational Services as specified in a Statement of Work ("SOW"). Each Order and each SOW is a separate contractual commitment. We or our Affiliates will also honor any legal Order executed by You or your Affiliates. "Affiliate" is 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.
- 1.2. **Software.** When You enter into an Order for Software, We grant You and Your Affiliates a non-exclusive, non-transferable, non-sublicensable license for the Order Term (as defined in Section 3.4 below) set forth in the Order to use, in object code format, the Software identified in the Order and any updates provided under Support Services, subject to the terms of the Agreement as defined in Section 1.4. The number of copies of Software installed by You, including updates made available under Support Services, must correspond to the quantities licensed by You. Except for a reasonable number of backup copies of the Software, You can't copy the Software. All titles, trademarks and copyright and restricted notices must be reproduced in any copies.
- 1.3. **Cloud Services.** 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 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

- 1.4 **Usage Limitations.** Products shall be used solely for the internal data processing and computing needs of You and Your Affiliates in accordance with the terms of the ILSA, the applicable Order and the applicable provisions in the Informatica Product Description Schedule <http://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/informatica-product-description-schedule.pdf> or 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 Products available to unauthorized third parties, (b) use the Products for outsourcing or service bureau purposes or otherwise processing for the benefit of any third party; (c) rent or lease the Products for third-party training or commercial time-sharing; (d) use the Products for any purpose that is illegal or illicit in any geography where the Products are accessed or used from; (e) distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Products or any portion thereof, or (f) use the Products except as expressly permitted. No third-party software that is provided with the Products may be used independently from the Products. 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 Products or any of the related features of the Products or to allow third parties to do so. You can't use the Products for benchmarking or other competitive purposes.
- 1.5 **Service Providers.** Customer may allow its external service provider(s) ("Service Provider(s)") to use the Products solely for purposes of providing outsourcing services for Your benefit in accordance with the Agreement, and no duplication of the quantities of Products is permitted. You are fully responsible for the Service Provider's compliance with the Order and this Agreement in its use of the Products
- 1.6 **Documentation.** You can print a reasonable number of copies of the softbound version of the documentation provided with the Products ("Documentation") solely for internal use.
- 1.7 **Proprietary Rights.** We own all proprietary rights, including all patent, copyright, trade secret, trademark and all other proprietary rights, in and to the Products and any corrections, bug fixes, enhancements, updates or other modifications and derivatives, including custom modifications, to the Software and all other deliverables. We reserve all rights not expressly granted to You.
- 1.8 **Customer Data.** You own and control all data you process with the Products ("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).
- 1.9 **Usage Information.** Subject to Customer's opt-out rights, Software will automatically transmit to Informatica information about the computing and network environment in which the Software is deployed including IP address and the data usage and system statistics of the deployment. Cloud Services will automatically collect information about the operation, organization, and use of the Cloud Services, including Metadata as described in the Security Addendum (available at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-security-addendum.pdf>), but not Customer Data. This information will be used to facilitate Support Services, deployment and usage analysis, usage suggestions, and to improve the customer experience and the Products. Customer may disable Software collection of information by following instructions available upon installation and in the Documentation. Collection of information by Cloud Services, including any associated Software, is necessary to provide the Cloud Services and cannot be disabled.
- 1.10 **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. 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."

2. SUPPORT SERVICES

If We receive payment of the applicable annual Support Services fee ("Support Fees"), We will provide the Support Services for the Products as set forth in the Order and the Informatica Global Customer Support Guide valid at the time of signature of the Order and available at <https://network.informatica.com/docs/DOC-3015>. Details of 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 **Initial Fees.** Except as otherwise provided in the applicable Order, (a) We will send you an invoice for the initial Product 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.
- 3.2 **Renewals.** 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.
- 3.3 **Support Services for Perpetual Licensed Software.** After the first year of Support Services, We may increase the annual Support Fees by five percent (5%) from the annualized Support Services fees paid in the prior year.
- 3.4 **No Modifications.** Except as otherwise provided in an applicable Order, (a) quantities may not be decreased during the applicable Subscription Period or 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 as set forth in section 7.3. We may suspend the impacted Product or Support Services if any invoice remains unpaid more than thirty (30) days.
- 3.5 **Timing.** All invoices for Products and services 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.
- 3.6 **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 Products. You agree to provide accurate and complete information within ten business (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.
- 3.7 **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.
- 3.8 **Delivery** The Products, Documentation, and all updates furnished under Support Services shall be delivered electronically.

4. CONFIDENTIALITY

- 4.1 For purposes of this Agreement, the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party". "Confidential Information" means the Products (including both object and source code versions of Software), the accompanying Documentation and all related technical and financial information (including the terms of this Agreement) and any information, technical data or know-how, including, without limitation, that which relates to computer software programs or Documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, company structure/ownership, markets and finances of the Disclosing Party 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. All Our software, computer code, product development and marketing plans, and non-public financial and human resources data, materials and information are deemed to be Confidential Information.
- 4.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt; (b) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed the 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 the Disclosing Party, provided that if only part of any Confidential Information falls within one or more of the exceptions set out in this Section 4.2, the remaining part of the Confidential Information shall continue to be subject to the restrictions set forth in this Agreement.
- 4.3 Both parties agree that: (a) Receiving Party may use Confidential Information solely for the purposes of this Agreement; (b) Receiving Party shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the Disclosing Party to maintain the confidentiality of the Confidential Information; (c) Receiving Party 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 the confidentiality of Receiving Party's own confidential property; (d) Receiving Party shall not disclose the Confidential Information, or any part or parts thereof, except on a "need to know" basis to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth in this Agreement; and (e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, including but not limited to the California Public Records Act, 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 so that Disclosing Party will have a reasonable opportunity to object to such disclosure and further provided the Receiving Party shall otherwise continue to treat such Confidential Information in accordance with this Agreement. The Receiving Party's obligations shall also be applicable to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to the execution of this Agreement. The Receiving Party will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Disclosing Party within ten (10) days after the 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, its agents, or contractors. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other

rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

5. PROFESSIONAL SERVICES AND EDUCATIONAL SERVICES

- 5.1 **Professional Services and Educational Services.** We can provide You with Professional Services and Educational Services described in a SOW.
- 5.2 **Compensation of Informatica.** Each SOW shall contain the charges for the Professional Services or Educational Services ("Consulting Fees") and shall be provided on a time and materials basis unless otherwise specified. You will reimburse Us for reasonable travel and living expenses. We 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.
- 5.3 **Ownership.** The material delivered to You by Us contains pre-existing material developed by Us or our licensors. We own and retain all right, title and interest in all such pre-existing material. You have a non-exclusive, world-wide royalty- free license to use, copy and authorize others to use such pre-existing material (other than commercially available Informatica Products, documentation and Informatica training materials) solely as part of the project for which such material was delivered and in accordance with the terms of this Agreement. Except as otherwise expressly provided in this Agreement We grant no other license(s) to any of our intellectual property and no transfer of Our intellectual property is made hereunder.

6. WARRANTY

- 6.1 **Product Warranty:** We warrant that
 - (a) The Cloud Services will be provided in a manner consistent with the applicable Documentation under normal use and circumstances for the Order Term.
 - (b) The Software will operate in conformity with the then current standard Documentation (except for minor defects or errors not material to the core functionality of the Software under normal use and circumstances) for a period of ninety (90) days from the date of initial delivery of the Software.

If the Product does not perform in accordance with the foregoing warranty during the Warranty Period, 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 Product or replace it 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 Product with the foregoing warranty will be the correction of the condition making it nonconforming.

Your obligation is to provide all information reasonably requested to enable Us to cure the nonconformity. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications, misapplication, or use of the Product that is otherwise materially inconsistent with the Documentation

- 6.2 **Professional Services and Educational Services.** We warrant that Professional Services and Educational Services will be provided in a professional manner. For a time and materials SOW, We warrant that the Professional Services and deliverables will substantially conform to the agreed upon specifications set forth in the SOW. If You notify us of a nonconformance within thirty (30) days after delivery of the services, then at no additional cost We will promptly re-perform any warranted Professional Services or Educational Services or re-deliver a non-conforming deliverable, which is Your sole remedy for breach of this warranty. A breach by either party of a SOW is not deemed to be a breach under any other SOW or this Agreement.
- 6.3 EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS 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.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

- 7.1 If a third party sues You claiming that the Product infringes the third party's patent, copyright, or trade secret, then subject to the provisions below we will indemnify You and defend and hold You harmless from any fees, fines, costs, liens, judgments or expenses actually awarded or incurred arising from that third party claim. Our obligation to indemnify You is contingent on the following: (a) We must be given prompt written notice of and all available information about any such claim; (b) We have the right to control and direct the defense and any settlement of such claim provided however that no such settlement requires admission of wrongdoing or payment of damages on the part of You (and if You wish you can participate but not control the defense of the claim and have Your own Counsel); and (c) you reasonably cooperate with Informatica in such defense.
- 7.2 We won't indemnify You and we have no responsibility for any third party action that arises in any way out of any of the following: (a) any modification of the Products (b) Your failure to deploy updates to the Products as supplied by Us to customers current under Support Services; (c) the combination, operation, or use of the Products with non- Informatica programs, data or documentation, if such action would have been avoided by the use of the Products without such combination, operation or use; (d) any use of the Products that is not expressly permitted under this Agreement; (e) Your continued use of infringing Products after termination or after We supply modified or replacement non-infringing Products as contemplated under 7.3(a) below, or (f) materials developed by Us in accordance with Your instructions.

- 7.3 If We think that the Products are likely to or do become the subject of a claim of infringement, then We may at Our sole option and expense do one of the following: (a) modify the Products to be non- infringing while preserving substantially equivalent functionality; (b) obtain for You at Our expense a right to continue using the Products; or (c) terminate this Agreement and the rights granted hereunder, accept return of the Products and refund a pro rata portion of the applicable fee paid for that portion of the Products which is the subject of the claim. For perpetual licensed Software the refund will be based on a straight-line amortization over a five (5) year term beginning on the date of initial delivery of the Products. For Cloud Services and subscription Software, the refund will be the prepaid and unearned fees covering the remainder of the Order Term).
- 7.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFORMATICA, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE PRODUCT, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

8. TERM, TERMINATION; EFFECTS OF TERMINATION

- 8.1 Product Term. Unless otherwise stated in the Order, the Order Term for each Software subscription or Cloud Services 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.
- 8.2 *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.*
- 8.3 Immediately upon termination, all rights hereunder and rights to use shall terminate, and You must stop using the Products. Within five (5) days after termination You will de-install the 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.
- 8.4 If you terminate the Agreement, You still must pay all fees which remain payable under an Order or SOW.
- 8.5 Sections 3, 4, 5.2, 5.3, 6.3, 7.2, 7.3, 7.4 and 8 through 10 shall survive termination of this Agreement.

9. LIMITATION OF LIABILITY

- 9.1 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 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.
- 9.2 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.

10. GENERAL

- 10.1. Unless you notify us within ten days of acquiring the Product, We can include Your name in a public list of current customers who use Our products, provided that (a) Your name is not highlighted and does not stand out in comparison to the names of other customers; and (b) We don't make any representation or attribute any endorsements to You without prior written consent.
- 10.2. We will maintain insurance during the term of this Agreement in an amount satisfying applicable laws. Upon request, We will provide You with proof of all applicable insurance coverages.
- 10.3. A party is not liable for non-performance of obligations under this Agreement, if the non-performance is caused by events or conditions beyond that party's control, 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.
- 10.4. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. We can assign, novate or otherwise transfer Our rights and obligations under this Agreement to an Affiliate or incorporate an Affiliate as a party to this Agreement or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Our assets or voting securities or for bona fide restructuring purposes. You can assign this Agreement with Our prior knowledge and consent.
- 10.5. This Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. In the event that either party brings an action, proceeding or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect all reasonable attorneys' fees and expenses incurred in connection therewith. The Parties acknowledge and agree that the Uniform Commercial Code is not applicable to transactions under this Agreement.

- 10.6. 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.
- 10.7. If Customer is a branch or agency of the U.S. Government, use, duplication or disclosure of the Products is subject to the restrictions set forth in this 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 10.10.
- 10.8. Each party acknowledges its obligation to comply with all applicable laws, rules, statutes and regulations, including specifically but not limited to export laws including Bureau of Export Administration restrictions and anti-corruption legislation. Each party warrants that, to the best of its knowledge no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.
- 10.9. We are an independent contractor and Our personnel are not and shall not be considered employees or agents of Your company for any purpose whatsoever.
- 10.10. This Agreement, the applicable Order and/or SOW, the Product and Cloud Description Schedules, and any exhibits entered into the parties constitutes the entire agreement between the parties with respect to the Products and Services, which supersedes and replaces any prior or contemporaneous understandings, oral or written, and all other communications between the parties, including provisions in a Customer Purchase Order, and which may not be amended except by a writing signed by both parties. You acknowledge that You have not relied on the availability of any future version of the Products or any future product in executing this Agreement. This Agreement may be executed via electronic signature.