LICENSE TO USE INFORMATICA SOFTWARE

This License to Use Informatica Software ("Agreement") is entered into between **Informatica Corporation** ("Informatica") and _____ ("Customer") as of the last date signed below ("Effective Date").

1.   LICENSE GRANT

1.1   Informatica grants to Customer and its Affiliates a non-exclusive, non-transferable, non-sublicensable and perpetual (unless terminated as provided herein) license to use, in object code format, Informatica's software identified in each Exhibit A executed by the parties ("Software"), subject to the terms, conditions and restrictions set forth herein and therein. 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.

1.2   Use of the Software shall be limited to the internal data processing and computing needs of Customer and its Affiliates and to the terms and conditions set forth in the Software's *Informatica Product Description Schedule* current at the time of licensing, a copy of which shall be made available to Customer upon request. Customer shall not make the Software available to unauthorized third parties. The Software may not be used for 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 may not relicense, rent or lease the Software for third-party training or commercial time-sharing. Customer shall not distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof, and 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 the 'Ship To' address on the applicable 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 'Ship To' country 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. Customer shall not have the right to make copies of the hardbound version of the Documentation.

1.5   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   Subject to payment of the applicable annual Support Services fee ("Support Fees"), Informatica agrees to provide the following support services ("Support Services") for the Software, with such Support Services to commence upon delivery of the Software:

(a)   Error Correction. Upon receipt from Customer of notice of a problem with the Software (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. 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 Support Services customers at no additional charge. 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. The hours for such assistance depend on the level of Support Services purchased by Customer and are posted for Customer's reference on the customer Support Services portal.

2.2   If Customer cancels Support Services for the Software, Customer may continue to use the Software pursuant to the license granted hereunder, but will not be entitled to receive Support Services for such Software.   To reinstate Support Services, Customer must pay to Informatica all accumulated Support Fees for the period during which Customer did not purchase Support Services and the Support Fees for the annual term in which Customer re-enrolls the Software licenses under Support Services. Customer must also upgrade the Software to a Software release supported by Informatica pursuant to Section 2.1(c) above.

2.3   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 purchased for the Software.

3.   FEES, CHARGES, TAXES AND DELIVERY

3.1   The total license and initial annual Support Fees shall be invoiced upon delivery of the Software. The Support Fees for subsequent years will be invoiced annually following Customer's acknowledgement of Informatica's quote for Support Services which quote will be issued approximately sixty (60) days prior to the start of each such annual Support Services term.

3.2   The initial annual Support Fees for the first year of Support Services shall be as specified on the Exhibit A. After the first year of Support Services, the annual Support Services renewal fee shall be the annualized fee paid in the prior year, plus an increase based on the most recently available percentage change in the Consumer Price Index-All Urban Consumers (1982-1984 = 100) for the prior twelve (12) month period.

3.3   All invoices shall be due and payable within thirty (30) days of receipt. A late charge equal to the lesser of (a) one percent (1%) per month or (b) the maximum amount permitted by law will be assessed for all invoices over thirty (30) days past due, in addition to any costs incurred in collecting such late fees.

3.4   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.

3.5 Customer shall pay, in addition to the license fee and the Support 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.

3.6 Unless requested otherwise as set forth below, the Software, Documentation and all Updates furnished under Support Services shall be shipped via electronic delivery. Customer acknowledges that such electronic transfer shall satisfy Informatica's Software delivery requirements under the Agreement, 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 purchase of Support Services. In the event that Customer elects to receive the Software and Documentation physically, the Software shall be shipped FOB Origin. All freight, handling and similar charges or costs incurred in connection with delivery shall be borne by Informatica. Informatica will replace the Software if it is damaged or lost while in transit to Customer. 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.

4.   CONFIDENTIALITY

4.1 For purposes of this Agreement, (a) the term "Receiving Party" shall mean Informatica with respect to Confidential Information (as defined below) supplied to Informatica by Customer, and Customer with respect to Confidential Information supplied to Customer by Informatica; and (b) the term "Disclosing Party" shall mean Informatica with respect to Confidential Information supplied to Customer by Informatica, and Customer with respect to Confidential Information supplied to Informatica by Customer. "Confidential Information" means the Software (both object and source code), 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, markets or finances of the Disclosing Party which (i) has been marked as confidential or proprietary; (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.

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.

4.3 The parties hereby 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 herein; 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, 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. Receiving Party agrees to undertake whatever action is reasonably necessary to remedy any breach of Receiving Party confidentiality obligations set forth herein or any other unauthorized disclosure or use of the Confidential Information by Receiving Party, its employees, its agents, or contractors.

5.   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 THESE WARRANTIES ARE 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 Informatica agrees to indemnify, defend and hold Customer harmless from any claim of United States patent, trade secret or copyright infringement asserted against Customer by virtue of Customer's licensed use of the Software, provided that: (a) Informatica is given prompt written notice of any such claim; (b) Informatica has the right to control and direct the defense of such claim; and (c) Customer shall reasonably cooperate with Informatica in such defense.

6.2 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.

6.3 In the event the Software, 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 Software to be noninfringing while preserving substantially equivalent functionality; (b) obtain for Customer a license to continue using the Software; or (c) terminate this Agreement and the license granted hereunder, accept return of the Software and refund to Customer a pro rata portion of the License Fee paid to Informatica hereunder for that portion of the Software which is the subject of such infringement, such refund based on a straight line amortization over a five (5) year term beginning on the Effective Date.

6.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFORMATICA, AND CUSTOMER'S SOLE AND

EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

7. TERMINATION; EFFECTS OF TERMINATION

7.1 Either party has the right to terminate this Agreement and the license granted hereunder 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.

7.2 Immediately upon termination, the licenses granted hereunder shall terminate, and Customer shall cease all use of the Software. Within five (5) days after termination, Customer will de-install the Software and all copies thereof and (a) return to Informatica the Software in the form provided by Informatica 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.

7.3 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.

7.4 Sections 3 through 9 shall survive termination of this Agreement.

8. LIMITATION OF LIABILITY

8.1 THE LIABILITY OF INFORMATICA AND ITS LICENSORS OR RESELLERS TO CUSTOMER OR ANY THIRD PARTY ARISING FROM THE LICENSE OR USE OF THE SOFTWARE, OR THE PROVISION OF SUPPORT SERVICES, INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THE AMOUNT PAID FOR THE RELATED LICENSE, SUPPORT OR SERVICE FEE, AS THE CASE MAY BE.

8.2 IN NO EVENT WILL INFORMATICA OR ITS 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.

8.3 THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT INFORMATICA WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

9. GENERAL

9.1 Notwithstanding any provision in this Agreement to the contrary, Informatica may include Customer's name in a public list of current customers who use Informatica's products, provided that (a) Customer's name is not highlighted and does not stand out in comparison to the names of Informatica's other customers; and (b) Informatica does not and will not make any representation with respect to Customer and does not and will not attribute any endorsements to Customer without Customer's prior written consent. Within sixty (60) days of the Effective Date of this Agreement, Informatica may issue a press release announcing Customer as a new Informatica customer.   Customer will have full review and editing authority of the language in such press release prior to distribution.

9.2 This Agreement may not be amended except by a writing signed by an authorized representative of Informatica and Customer. If Customer issues a Purchase Order or other document regarding the Software or services provided under this Agreement, such instrument will be deemed for Customer's internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement.

9.3 Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Informatica's prior written consent, which shall not be unreasonably withheld. A change in control of a party shall be considered an assignment by such party for purposes of this Agreement. 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. Informatica shall have the right to assign its rights and obligations under this Agreement to an Affiliate or incorporate an Affiliate as a party to this Agreement. The parties acknowledge and agree that the terms of this Agreement shall be applicable to Software licenses and services purchased by an Affiliate of Customer from Informatica or from an Affiliate of Informatica as if references to "Informatica" in the Agreement were to Informatica or the Informatica Affiliate, as applicable, and references to "Customer" in the Agreement were to such Customer Affiliate.

9.4 This Agreement shall be governed by California law, without regard to conflict of law provisions.   The application of Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. 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.

9.5 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.

9.6 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 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 9.2.

9.7 Except as expressly agreed in writing by Informatica, Customer may not export the Software, the Documentation or any copies thereof. In addition, Customer agrees to comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are exported, directly or indirectly, in violation of Export Laws, including the Bureau of Export Administration's restrictions on the export of certain encryption security technology, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Each party acknowledges its obligation to comply with all applicable anti-corruption legislation and represents that, to the best of it 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.

9.8 Informatica disclaims all responsibility and liability with respect to any content or data that the Customer processes with the Software. Customer acknowledges and agrees that (i) the Software functions only as a tool or vehicle for data processing, which data is not visible to Informatica; (ii) Informatica cannot control the jurisdiction where the data originates; and (iii) neither Informatica nor its Software is a "data controller" or similar under applicable law with

respect to any Customer content or data. Customer acknowledges and agrees that, as between the parties, it is the sole "data controller" and must ensure that it is in full compliance with applicable data protection and privacy laws, especially with laws that apply to the use or transmission of sensitive information, personal information or personally identifiable information.

9.9 This Agreement, the attached exhibits, the attached addenda and each supplemental exhibit signed by the parties constitutes the entire agreement between the parties with respect to the license and use of the Software and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties. Customer acknowledges that it has not relied on the availability of any future version of the Software or any future product in executing this Agreement. This Agreement may be executed in one (1) or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile or other electronic copy signature.

Informatica Corporation
100 Cardinal Way
Redwood City, California 94063
Attn: Legal Department

Signature: _____

Name: _____

Title: _____

Date: _____

Customer: _____

Address: _____

Address: _____

Attn: _____

Signature: _____

Name: _____

Title: _____

Date: _____