

LICENSE AND SERVICES AGREEMENT ADDENDUM

This LICENSE AND SERVICES AGREEMENT ADDENDUM ("Addendum") is entered into between Informatica Corporation and the United States of America, acting through the General Services Administration ("GSA") contracting officer whose signature appears below acting on behalf of the GSA and all ordering activity contracting officers. The terms of this Addendum shall take precedence over and supersede any contrary terms in the Informatica Corporation License and Services Agreements ("LSA") referenced in Attachment A., including any documents or URLs referenced in the LSAs.

1. Definition of Contracting Parties

- 1.1 The Licensor shall be the Informatica Corporation.
- 1.2 The Licensee shall be the ordering actor that places an order under the GSA Schedule contract No. GS-35F-4543G("Contract"). An individual person shall not be the Licensee.

2. Order of Precedence

- 2.1 All order of precedence issues shall be governed by FAR 52.212-4(s).
- 2.2 Any conflict between the LSA and this Addendum shall be controlled by the terms of this Addendum.

3. Contract Formation

- 3.1 The LSA, as modified by this Addendum, shall be a part of the Contract entered into between the Licensor and Licensee.
- 3.2 Modifications to the LSA and/or this Addendum shall be only by bilateral written agreement of the parties in accordance with FAR 52.212-4(c).

4. Indemnities

- 4.1 Licensee shall not be required to indemnify Licensor except as in accordance with federal statute that expressly permits such indemnification.
- 4.2 Licensor shall not be required to indemnify Licensee except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the Licensor and shall give Licensee the right to intervene in the proceeding at its own expense through counsel of its own choice.

5. Fees and Charges

- 5.1 All fees and charges are as explicitly set forth as an explicit Contract Line Item (“CLIN”) in the contract. Additional fees and charges – for example, but not limited to, license or subscription renewal fees and maintenance renewal fees – shall be incorporated into the contract only by bilateral written agreement of the parties. For the avoidance of doubt, only a task or delivery order issued by the Customer shall be deemed to constitute an acknowledgment within the meaning of section 3.1 of the LSA. Late payment fees shall be as per Prompt Payment Act 31 U.S.C. s. 3901.
- 5.2 FAR 52.212-4(k) shall take precedence over any contrary provision of the LSA relating to taxes.
- 5.3 "Audit": Any software audit shall be subject to the Customer's security requirements. Informatica may invoice Customer for any shortfall in payment disclosed by such software audit including any late charges applicable thereto, any such invoice to be processed in accordance with the terms and conditions of the GSA Schedule contract and applicable order. No software auditing expenses or other costs of audit may be sought against Customer except and to the extent expressly authorized by applicable Federal statute.

6. Third Party Terms- RESERVED

7. Governing Law

- 7.1 Disputes regarding the LSA shall be governed by applicable federal and/or state law, to the extent not preempted by federal law. Any terms of the LSA that identifies the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit shall be void, and the LSA shall be read as if such terms were not included therein. No attorney's fees or other legal expenses may be sought against Customer except and to the extent expressly authorized by applicable Federal statute.
- 7.2 FAR 52.212-4(l) and (m) are merged and incorporated herein.

8. Termination

- 8.1 Resolution of disputes regarding any termination of the LSA shall be governed by the FAR 52.212-4(d) to the extent of its applicability.
- 8.2 FAR 52.212-4(l) and (m) are merged and incorporated herein.


9. Assignment

- 9.1 Assignment of receipt of payment rights shall be in accordance with FAR 212 subpart 31 U.S.C. s. 3727, 41 U.S.C. s. 6305(b) and FAR 52.212-4(b). Assignment of the LSA is subject to 41 USC 6305(5) (a) and FAR subpart 42.12.

10. **Miscellaneous**

- 10.1 For purposes of this Addendum, references to the "Government" in any FAR or GSAR provision referenced in this Addendum shall be construed as a reference to an "authorized ordering actor activity."
- 10.2 The Government shall not be prohibited from disclosing any information regarding or relating to the LSA as required by law, including the Freedom of Information Act or GSA Schedule Program rules.

The United States



Informatica Corporation
Paul G. Levy
Assistant General Counsel & Sr. Director for
Public Sector
October 1, 2012

LEGAL APPROVED
By: PL
Date: 11/13/12

Attachment A.

[Insert titles of product terms and conditions for products being proposed or are currently awarded on DLT's GSA Schedule Contract.]