



## EVALUATION LICENSE AGREEMENT

This Evaluation License Agreement ("Agreement") is entered into between Informatica Software Nederland BV ("Informatica") and the customer identified below ("Customer") as of the last date signed below. The purpose of this Agreement is to facilitate evaluation of Informatica Software ("Software"), proof of concept and other such demonstratives displays of the Software.

1. License Grant. Subject to the terms and conditions hereof, Informatica grants to Customer, for the Evaluation Period identified below, a non-exclusive non-transferable license to use the Software products identified below in object code format solely and exclusively for the purpose of Customer's evaluation of the Software. Customer may not use the Software to process live data or perform any other commercial or business function except those that are expressly authorized herein.

2. No Fees or Services. Informatica shall not be entitled to any fees for Customer's use of the Software under this Agreement unless otherwise specified and agreed upon in writing and Informatica shall be under no obligation to provide Customer with any services unless otherwise specified herein. Neither party shall have any obligation with respect to any further license of the Software or any other Informatica product. Notwithstanding, Informatica may provide services pursuant to a Statement of Work (SOW) that may be attached hereto as Exhibit 1. Any such SOW shall reference this Agreement, shall be governed by these terms and conditions and those terms in Informatica's standard Professional Services Agreement (PSA), and in the event of any conflict in terms between this Agreement and any SOW or any other writing, the terms of this Agreement and the PSA shall take precedence. Informatica shall not charge for any such services unless such fees are expressly delineated within an SOW.

3. Termination. The licenses granted hereunder will terminate on expiration of the Evaluation Period. Customer may terminate this Agreement upon written notice to Informatica at any time. Informatica may terminate this Agreement without prior notice if Customer breaches this Agreement or at the convenience of Informatica. Within five days after termination, Customer must de-install the Software and (i) return to Informatica the Software or (ii) upon request by Informatica destroy the Software and certify in writing that it has been destroyed. Sections

2 through 6 shall survive termination of this Agreement.

4. Proprietary Rights; Confidentiality. Customer recognizes and agrees that the Software, and all Informatica intellectual property and any derivative thereof is the property of Informatica and that title and full ownership rights in the Software is reserved to and remains with Informatica and no rights other than those expressly granted herein are transferred by this Agreement. Customer agrees not to copy, distribute, sell, sublicense or otherwise transfer the Software or any portion thereof or allow access thereof to any third party except as may be necessary to fulfill the evaluation purpose as stated herein and in such case any such third party granted access shall be under written agreement with Customer and terms of such agreement shall be at least as protective of Informatica's intellectual property as is this Agreement. Customer shall be responsible for breach of Agreement perpetrated by any such third party. Customer further agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output, or adapt, translate, reverse engineer, decompile or otherwise derive the source code for the Software. The Software and its features and functionality is the confidential information of Informatica, and Customer agrees not to disclose the Software, software functionality or features or the results of any performance or functional evaluation, benchmarking or test(s) of the Software to any third party without the prior express written approval of Informatica. Informatica shall not take possession of any Customer data or information during the Evaluation Period. Informatica shall adhere to all reasonable and applicable customer security and confidentiality policies and requirements during the Evaluation Period.

5. Warranty and Limitation of Liability. Informatica warrants that it has full power and authority to license the Software to Customer. THE SOFTWARE AND ANY SERVICE PROVIDED HEREUNDER ARE OTHERWISE PROVIDED "AS-IS", WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF INFORMATICA AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING FROM THIS AGREEMENT, AND/OR THE PROVISION OF ANY SOFTWARE OR SERVICES PERFORMED IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED ANY FEES THAT MAY BE PAID TO INFORMATICA HEREUNDER AND IF NO FEES ARE PAID THEN INFORMATICA

DAMAGES IN ALL CONTEXT IS LIMITED TO ONE THOUSAND EUROS (1,000.00 €). IN THE FOREGOING PARAGRAPH, "DIRECT DAMAGES" SHALL MEAN: (I) THE REASONABLE EXPENSES WHICH CUSTOMER WOULD HAVE TO INCUR TO HAVE INFORMATICA'S PERFORMANCE FULFILL THE AGREEMENT. HOWEVER, SUCH LOSS SHALL NOT BE MADE GOOD IF CUSTOMER HAS RESCINDED THE AGREEMENT; (II) THE EXPENSES INCURRED BY CUSTOMER FOR KEEPING ITS OLD SYSTEM(S) OPERATIONAL FOR A LONGER TIME AND FOR ANY FACILITIES CONNECTED THEREWITH OWING TO INFORMATICA'S FAILURE TO MAKE DELIVERY ON A DELIVERY DATE BINDING UPON THE SAME, MINUS ANY SAVINGS THAT MAY HAVE BEEN MADE AS A RESULT OF THE DELAYED DELIVERY; (III) REASONABLE EXPENSES INCURRED IN DETERMINING THE CAUSE AND EXTENT OF THE LOSS INSOFAR AS SUCH DETERMINATION RELATES TO ANY DIRECT LOSS WITHIN THE MEANING OF THIS AGREEMENT; (IV) REASONABLE EXPENSES INCURRED IN PREVENTING OR REDUCING A LOSS INSOFAR AS CUSTOMER PROVES THAT SUCH EXPENSES HAVE RESULTED IN A REDUCTION OF ANY DIRECT LOSS WITHIN THE MEANING OF THIS AGREEMENT. IN NO EVENT WILL INFORMATICA OR ITS LICENSORS 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. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THESE LIMITATIONS OF LIABILITY REFLECT A NEGOTIATED ALLOCATION OF RISK AND THE PARTIES WOULD NOT ENTER IN TO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

6. General. 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. Within five (5) days of the completion of any proof of concept or other such evaluation, Customer shall conduct a comprehensive debrief with Informatica which shall include a full and complete assessment of the Software and the status of any pending or contemplated license transaction. This Agreement constitutes the entire agreement between the parties with respect to the evaluation of the Software and shall be construed in accordance with the laws of the Netherlands. Any suit, action or proceeding concerning this Agreement must be brought before the competent court in Amsterdam, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts therefrom). 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.

**INFORMATICA**  
**Informatica Software Nederland BV**  
Edisonbaan 14a, 3439 MN Nieuwegein  
The Netherlands  
Attn: Legal Department

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluation Period: \_\_\_\_ Days

**LIST OF SOFTWARE TO BE EVALUATED:**

#### STATEMENT OF WORK- EXHIBIT 1

This Statement of Work shall detail the Proof of Concept, Demonstration or Evaluation to be conducted pertaining to the Software referenced above. The Evaluation License Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is merged and incorporated herein and shall govern this Statement of Work. In the event of any conflict of terms and conditions between this SOW or any other writing and the Evaluation License Agreement referenced herein, the Evaluation License Agreement shall take precedence.