

## AGREEMENT FOR MUTUAL DISCLOSURE

This Agreement for Mutual Disclosure ("Agreement") is entered into between Informatica Corporation ("Informatica") and the company identified below ("Company") as of the last date signed below.

1. Purpose. Informatica and Company wish to explore a possible business relationship pursuant to which each party will disclose certain Confidential Information to the other party, which the other party agrees to keep confidential and use solely for the purpose of evaluating a potential business relationship between the parties. The party disclosing Confidential Information is referred to as "Discloser" and the party receiving Confidential Information is referred to as "Recipient". Confidential Information disclosed by any Informatica subsidiary shall be covered by this Agreement.

2. Confidential Information. "Confidential Information" means 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 Discloser, which is identified as confidential by the Discloser at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential". In the case of disclosures in nondocumentary form made orally or by visual inspection, Discloser shall have the right, or if requested by Recipient, the obligation, to confirm in writing within 30 days after the disclosure is made, the fact that such information is confidential and protected hereunder. Confidential Information does not include information, technical data or know-how which (i) Recipient can demonstrate was in its possession before receipt from Discloser, (ii) is or subsequently becomes publicly available without Recipient's breach of any obligation owed Discloser, (iii) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information or (iv) Recipient can demonstrate was independently developed by Recipient without reliance on any Confidential Information of Discloser.

3. Restrictions. Recipient will treat Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care. Recipient will only disclose Confidential Information to its employees, agents and contractors with a need to know who are bound by written confidentiality agreements substantially similar to the terms of this Agreement. If Recipient is compelled to disclose Confidential Information pursuant to a judicial or other governmental order, Recipient shall give Discloser reasonable prior written notice of such disclosure and shall cooperate with Discloser in obtaining a protective order or similar protection. Recipient's obligations set forth herein shall also be applicable to Confidential Information disclosed by Discloser to Recipient prior to the execution of this Agreement. Recipient's obligations hereunder with respect to each item of Confidential Information shall survive for a period of five years from the date of receipt thereof by Recipient, with the exception of source code, which shall survive indefinitely.

Neither party will disclose to the other party, or use or induce the other party to use, any proprietary information or trade secrets of any third parties. Each party further agrees that it will not bring onto the premises of the other party any unpublished document or proprietary information belonging to any such third party unless consented to in writing by such third party.

Recipient may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software disclosed pursuant to this Agreement.

4. Return of Confidential Material. Recipient will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to Discloser within 10 days after Discloser's written request.

5. Remedies. Recipient agrees to notify Discloser in writing of any misappropriation or misuse of Confidential Information which may come to Recipient's attention and agrees to cooperate with Discloser to regain possession of such information and prevent its further unauthorized use. Recipient shall be responsible for any breach of this Agreement by its directors, officers, employees or agents. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Discloser 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.

6. No Rights Granted. All Confidential Information and tangible materials containing Confidential Information shall remain the property of Discloser. Nothing in this Agreement is intended to grant to Recipient any rights under any patent, trade secret or copyright of Discloser, nor shall this Agreement grant Recipient any rights in or to Confidential Information, except the limited right to review Confidential Information solely for the purpose of determining whether to enter into a proposed business relationship with Discloser. ALL CONFIDENTIAL INFORMATION IS PROVIDED TO RECIPIENT "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. General. This Agreement may not be amended except by a writing signed by an authorized representative of each of the parties. 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, except that neither party may assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other party's prior written consent which shall not be unreasonably withheld. This agreement shall be governed by California law, without regard to conflict of law provisions. In the event that an action, proceeding or arbitration is brought to enforce the provisions of this Agreement, the prevailing party in such action, proceeding or arbitration shall be entitled to reasonable attorneys' fees and expenses incurred in connection therewith. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings between the parties. This Agreement may be executed in one 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 signature.

### INFORMATICA

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

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

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

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

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

### COMPANY

Company name: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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