INFORMATICA CLOUD Subscription Addendum

To the License To Use Informatica Software and Professional Services Agreement

For Quote ID 81981 only

This Informatica Cloud Subscription Addendum ("Addendum") is entered into between Informatica LLC, formerly Informatica Corporation ("Informatica") and Shaw Cablesystems G.P. ("Customer") and is effective as of the last date of signature below.

This Addendum, the License to Use Informatica Software and Professional Services Agreement entered into between Informatica and Customer as of September 28, 2007 (the "Agreement"), and any other exhibits together constitute the agreement governing Customer's use of the Informatica Cloud online service(s), described more fully in the applicable Cloud Description Schedule, Product Description Schedule or AddressDoctor Product Description Schedule ("Schedule(s)") which are incorporated herein (collectively, the "Cloud Service")

1.   SUBSCRIPTION GRANT AND USE

Informatica hereby grants Customer a non-exclusive, non-transferable, worldwide right to authorize individuals within the Customer organization to use the Cloud Service ("Users") during the applicable Term (as defined below), solely for Customer's own internal business purposes, subject to the terms and conditions of this Addendum and the associated License Terms associated with the specific Cloud Service set forth in the Order and applicable Schedule(s). All rights not expressly granted to Customer are reserved by Informatica and its licensors. The Cloud Service includes all upgrades and updates during the Term which Informatica makes generally available at no additional cost to its subscribers, but does not include those upgrades containing new or different functionality for which Informatica charges its subscribers separately.

Cloud Service offerings may include a limited-use subscription to on-premise software as described in the applicable Schedule(s). All such software is licensed subject to the license grant herein.

2.   CUSTOMER'S RESTRICTIONS AND OBLIGATIONS

Customer and its Users shall not, and shall not allow third parties to: (i) license, sublicense, lease, rent, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party (excluding Customer's affiliates) the Cloud Service, or the audio, graphical and textual information, documents, Technology (as defined in Section 4 below), products and services contained or made available to Customer in the course of using the Cloud Service (collectively, "Content") in any way unless such third parties are working on behalf of Customer as contractors or consultants and have been authorized by Customer to use the Cloud Service; (ii) modify or make derivative works based upon the Cloud Service or the Content (provided that configuring the Cloud Service within its policy parameters shall not constitute a modification or derivative work); (iii) use the Cloud Service as a paid service bureau or to provide a paid service directly or indirectly to third parties, or to enable use by third parties of the Cloud Service (except for third party Users who are affiliates or agents or contractors working for the benefit of Customer or its affiliates), provided that this clause is not intended to prevent the transfer of data processed by the Cloud Service to permitted Connectors or the processing of data provided by a third party; (iv) reverse engineer, adapt, translate, decompile, or otherwise derive the source code of any downloadable component of the Cloud Service (except in the European Union, to the extent permitted by the 2009 EU Directive 2009/24/EC on the legal protection of computer programs in order to achieve interoperability, but only after notifying Informatica and giving Informatica an opportunity to provide any necessary interoperability information), (v) access the Cloud Service for benchmarking or competitive purposes.

Customer and its Users shall not: (i) interfere with, intentionally overload or disrupt the performance of the Cloud Service or the Content contained therein; (ii) attempt to gain unauthorized access to the Cloud Service or its related systems or networks; (iii) transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or offensive data or material, or data that violates the privacy rights of any person; or (iv) transmit or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

Customer is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with Customer Data. Customer shall: (i) instruct its Users to protect the secrecy of the authorized User IDs and passwords; (ii) notify Informatica immediately of any unauthorized use of any User ID or password known to Customer or any other known or suspected breach of security; (iii) report to Informatica immediately and use reasonable efforts to stop any copying or distribution of Content not authorized by Informatica that is known or suspected by Customer or its Users; and (iv) not impersonate another Informatica customer or Cloud Service user or provide false identity information to gain access to or use the Cloud Service. Customer agrees that anyone who inputs a valid User ID and password will be deemed an appropriate User unless and until Customer notifies Informatica to the contrary in writing. Any individual User who has violated this Section may have its account suspended pending resolution of any concerns between Informatica and Customer.

3.   ACCOUNT INFORMATION AND DATA

Informatica does not own or accept responsibility for any data, information or material that Customer and its Users process or submit to the Cloud Service in the course of using the Cloud Service including any personally identifiable information

("Customer Data"). Customer agrees to separately back up all Customer Data. Customer retains ownership of all Customer Data. Customer, not Informatica, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. Customer is solely responsible for ensuring that any processing of Customer Data by Informatica and Customer via the Cloud Service is in compliance with all applicable laws. Customer shall provide all notices to, and obtain any consents from, third parties as required by applicable law, rule or regulation in connection with Informatica's processing of Customer Data via the Cloud Service. Customer shall not process or submit to the Cloud Service any Customer Data that includes any "protected health information" as defined under the Health Insurance Portability and Accountability Act or Sensitive Personal Data as defined under the EU Directive 95/46/EC as enacted in the member states of the European Union or Personal Information Protection and Electronic Documents Act.

4.   INTELLECTUAL PROPERTY OWNERSHIP

Informatica (and its licensors, where applicable) shall own all right, title and interest, including all related inventions whether patented or not, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world (collectively, "Intellectual Property Rights"), in and to the Content and the Cloud Service, and in any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Cloud Service. "Technology" means all of Informatica's proprietary technology (including any downloadable component, any other software, products, processes, algorithms, user interfaces, know-how, techniques, designs, mappings, routings, templates and other tangible or intangible technical material or information), and all related Intellectual Property Rights, made available to Customer by Informatica in providing the Cloud Service, and constitutes part of the Content. This Addendum does not convey to Customer any rights of ownership in or related to the Cloud Service or the Content. The Informatica name, the Informatica logo, and the product names associated with the Cloud Service are trademarks of Informatica or third parties, and no right or license is granted to Customer to use or remove them.

5.   THIRD PARTY DEALINGS

During use of the Cloud Service, there may be links (including via application programming interfaces) to web pages or servers that are not owned or controlled by Informatica ("Third Party Webpages"). Users' links to and dealings with Third Party Webpages are strictly between Customer and the applicable third party in all respects, including without limitation, compliance with applicable third party terms of use or service and privacy policies. Informatica and its licensors shall have no liability, obligation or responsibility for any such Third Party Webpages or activities by Customer or its Users relating thereto, or products or promotions available on or through such Third Party Webpages. Informatica does not endorse any sites on the Internet that are linked through the Cloud Service; such links are provided to Customer and its Users only as a convenience. In addition, certain third-party providers of ancillary software, hardware or services may require Customer's agreement to additional or different license or other terms prior to Customer's or its Users use of or access to such software, hardware or services.

6.   PAYMENT OF FEES FOR SERVICE

Customer shall pay all Cloud Service fees and charges in advance, covering the Term set forth in the applicable order to this Addendum (sometimes referred to as Exhibit A to this Addendum), as provided for in the Agreement, unless otherwise specified in such order, which must be executed by Customer in order to subscribe to the Cloud Service.   All payment obligations for the Term are non-cancelable and all amounts paid are nonrefundable except as otherwise set forth in Section 7 below. Customer will be billed in US dollars unless otherwise indicated in an Order. Customer shall pay, in addition to any applicable Cloud Services 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. Customer agrees to provide Informatica with complete and accurate billing and contact information. Objections to the amount of any invoice shall be submitted in writing within six (6) weeks of receipt of the invoice however such notice shall not affect the payment of any disputed amount. Failure to object within the prescribed period shall be construed as acceptance.   Notwithstanding the foregoing, Informatica understands and agrees that Customer will withhold taxes on payments made to Informatica hereunder if such withholding is required by law and will remit to Informatica only the net proceeds thereof.   Informatica further understands and agrees that Customer will remit any such taxes withheld to the appropriate government authority and will provide Informatica evidence of Customer's remittance of such taxes to such government authority.

7.   TERM AND TERMINATION; SUSPENSION

The Term for each subscription to the Cloud Service is (i) the time period specified in the applicable Order, commencing on the date of last signature of such Order, except as may be otherwise set forth in an applicable Schedule, or (ii) For transaction-based Cloud Services, the Term shall be the validity period for processing the transactions and any renewal thereof, as set forth in the applicable Schedule unless specifically stated in the Order.. Upon the expiration of the Term the subscription to the Cloud Service(s) and/or the transactions in the applicable Exhibit A will terminate and Customer's access to such Cloud Service(s) will cease, unless both parties have signed an Exhibit A for a renewal term.

Without terminating the subscription to the Cloud Service, Informatica may suspend the Cloud Service until payment in full of any undisputed amounts; provided that Informatica gives Customer at least fifteen (15) days notice that its account is overdue

before suspending the Cloud Services. Customer will continue to be charged Cloud Service fees during any period of suspension. Informatica may terminate the Cloud Services if Customer breaches any of its material obligations and fails to remedied such breach within thirty (30) days of notice by Informatica, Customer remains obligated to pay the balance due on Customer's account for the remainder of the Term then in effect, and will be billed for such unpaid fees.. If Customer duly terminates this Addendum for uncured material breach by Informatica, Customer shall be entitled to reimbursement on a pro-rated basis of that portion of Customer's prepayment for the Cloud Service which covers any time period beyond the termination date.

Any unauthorized use of the Cloud Service, Content or any component thereof will be deemed a material breach of this Addendum. Termination of this Addendum shall not result in termination of the Agreement, which can only be terminated in accordance with its terms, but termination of the Agreement by either party can result in termination of this Addendum if the terminating party so indicates in the notice of termination.

Upon termination or expiration of any Exhibit A or this Addendum, in the event that Informatica has any Customer Data, Customer agrees that Informatica has no obligation to retain the Customer Data. Upon termination of this Addendum, Customer shall immediately cease use of all Content and downloadable components, destroy any copies Customer or its Users may have made thereof and, if requested by Informatica, certify in writing that Customer has done so. In the event of any expiration or termination of this Addendum, the restrictions set forth in Section 2, Section 4, any amounts unpaid under Section 6, Section 7, Sections 9-11, 14 and 15 of this Addendum shall survive termination. Notwithstanding the foregoing, in the event of any expiration or termination of this Addendum, , upon written request, Informatica agrees to return to Customer all Customer Data and Informatica shall certify in writing to Customer that it has not retained all or any portion of the Customer Data provided however, that Informatica shall not be obligated to erase or destroy Customer Data that is contained in an archived computer system or back-up system. Such Customer Data shall be destroyed in accordance with Informatica's standard security or disaster recovery procedures provided that such information is not readily accessible and no attempts are made to recover such Customer Data. Such Customer Data shall continue to be considered Confidential Information of Customer under the Agreement until such time it is destroyed.

8.   REPRESENTATIONS & WARRANTIES

Informatica represents and warrants that it will provide the Cloud Service in a manner consistent with general industry standards and that the Cloud Service will perform substantially in accordance with the online Informatica help documentation that is accessible from the Cloud Service, under normal use and circumstances. Customer represents and warrants that (i) Customer has neither falsely identified itself nor any User, nor provided any false information to gain access to the Cloud Service, nor does any Customer Data violate the privacy rights of, or defame, any data subject or third party, (ii) has provided any necessary notices and obtained any necessary consent from all data subjects as required by applicable law for Informatica and Customer to process Customer Data via the Cloud Service, and (iii) the billing information provided is correct.

9.   DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8 ABOVE, THE SERVICE, INCLUDING WITHOUT LIMITATION ALL INFORMATICA CONTENT, IS PROVIDED TO CUSTOMER 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, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INFORMATICA AND ITS LICENSORS. INFORMATICA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. INFORMATICA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE SERVICE WILL BE ENTIRELY SECURE, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE OR SYSTEM NOT PRESCRIBED BY INFORMATICA, (ii) ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (iii) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.   MUTUAL INDEMNIFICATION

Informatica shall indemnify and hold Customer and Customer's subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a third-party claim ("Claim") alleging that the Cloud Service directly infringes a third-party: (i) copyright, (ii) patent, (iii) trademark; or (iv) other intellectual property right provided that Customer: (a) promptly gives written notice of the Claim to Informatica; (b) gives Informatica sole control of the defense and settlement of the Claim (provided that Informatica may not settle any Claim unless such settlement releases Customer of all liability); (c) provides to Informatica all available information and assistance; and (d) has not compromised or settled such Claim. Informatica shall have no indemnification obligation for any Claim arising from the combination of the Cloud Service with any of Customer's products, services, hardware or system, if such Claim would not have arisen but for such combination and where if the Cloud Service were used without such combination would not infringe, or from any misuse or unauthorized use of the Cloud Service. Notwithstanding the foregoing, in the event the Cloud Service, 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 Cloud Service to be non-infringing while preserving substantially equivalent functionality; (b) obtain for Customer a license to continue using the Cloud Service; or (c) terminate this Agreement and refund to Customer a pro rata portion of the

prepaid fees paid to Informatica hereunder for that portion of the Term which is beyond the termination date. This Section 10 states Informatica's sole obligation and Customer's exclusive remedy with respect to an infringement claim

Customer shall indemnify, defend and hold Informatica, its licensors and its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with the claim of a third party or data subject alleging that the Customer Data, including any processing of Customer Data by Informatica under this Agreement, provided that Informatica: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless such settlement releases Informatica of all liability); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such Claim.

11.   LIMITATION OF LIABILITY

WITH RESPECT TO THE CLOUD SERVICE, EXCEPT FOR A BREACH OF THE SECTIONS ONE AND TWO SET FORTH ABOVE" OR A PARTY OBLIGATIONS UNDER SECTION 10 ABOVE, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THREE TIMES (3X) THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER UNDER THIS AGREEMENT. EXCEPT FOR A BREACH OF THE SECTIONS ONE AND TWO SET FORTH ABOVE" OR A PARTY OBLIGATIONS UNDER SECTION 10 ABOVE, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS CLOUD SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE CLOUD SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE CLOUD SERVICE, OR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to a party.

The Cloud Service may be subject to limitations, delays, inaccessibility and other problems that are inherent in the use of the Internet. Informatica is not responsible and disclaims all liability for any delays, failures or damage resulting from such problems. Customer is fully responsible for Internet access and connectivity issues.

12.   NOTICE

Informatica occasionally may need to notify Users of the Cloud Service of important announcements regarding operation of the Cloud Service, such as notice of downtime or renewal reminders, and may do this by electronic mail or online notice.

13.   PRIVACY & SECURITY; DISCLOSURE; COMPLIANCE

The Cloud Service uses third-party data centers that are independently audited and certified as SSAE 16 compliant. Informatica adheres to the Safe Harbor Privacy Principles published by the U.S Department of Commerce with respect to the transfer of personal data of residents in the European Economic Area and Switzerland to the United States, and to the best of its knowledge complies with all applicable United States laws. Customer shall be the data controller and Informatica shall be a data processor with respect to any Customer Data processed via the Cloud Service. Informatica shall process Customer Data via the Cloud Service on behalf of Customer only in accordance with the terms of this Agreement and any instructions reasonably given by Customer from time to time. Informatica represents and warrants that it shall take and/or shall cause the third party data centers it uses for the Cloud Service to take all reasonable measures, which evolve as security threats and technologies evolve so that the security measures in use are updated, that are designed to protect Customer Data from loss, misuse and unauthorized access, disclosure, alteration and destruction. Informatica reserves the right to hire other companies ("Subcontractors") to provide services on its behalf in connection with its provision of the Cloud Service. Informatica shall be liable for any and all services that its Subcontractor provide. Informatica will prohibit such Subcontractors from using Customer Data for any other purpose other than to perform services on behalf of Informatica. Informatica reserves the right to transfer Customer Data to the U.S. and other countries for processing in connection with its provision of the Cloud Service.

14.   OTHER INFORMATICA SOFTWARE

If Customer is licensing Informatica software products on a restricted basis as a component of the applicable Cloud Service(s) being obtained as reflected in an Exhibit A ("Software"), then Informatica grants to Customer, as part of and in support of its subscription to the applicable Cloud Service(s) described in an Exhibit A, a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Software set forth in the Packaging section of the applicable Cloud Service description in the Schedule(s) ("Software"), strictly in accordance with the terms and limitations set forth in such Schedule(s). This license to the Software is granted for the duration of the Term, i.e., Customer's fully paid subscription period for the Cloud Service, subject to the terms, conditions and restrictions set forth in this Addendum and the Agreement. Software also shall constitute part of the Cloud Service as the context of this Addendum and the Agreement requires. Immediately upon termination of the Addendum or expiration of the Term, the licenses granted hereunder shall terminate, and Customer shall cease all use of the Software. Within five (5) days after expiration of the Term or the sooner termination of this Addendum, Customer will de-install the Software and all copies thereof and (a) return to Informatica the Software in the form provided by Informatica or downloaded by Customer 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.

15.   PRECEDENCE

In the event of any conflict between the provisions of the body of the Agreement and this Addendum with respect to the Cloud Service, this Addendum shall prevail.

This Addendum, the Agreement, the attached exhibits and each supplemental exhibit signed by the parties constitutes the entire agreement between the parties with respect to the Cloud Service and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties. This Addendum 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 Addendum may be executed via facsimile signature.

Informatica LLC

2100 Seaport Blvd.
Redwood City, California 94063
Attn: Legal Department
Secretary

Signature: _____

Name: _____

Title: _____

Date: _____

Shaw Cablesystems G.P.

Address: Suite 900, 630 – 3rd Avenue SW
                   Calgary, Alberta T2P 4L4
                   Senior VP, General Counsel and Corporate

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____