

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

In consideration of my employment with Informatica Business Solutions Private Ltd. India (Company) and the wages to be paid to me, I hereby agree to the terms of this Confidentiality and Intellectual Property Agreement (CIPA) as follows:

1. DEFINITIONS

The definitions of various terms used in this CIPA are set out in Section 11 (Dictionary). Defined terms are usually identified by the use of a capital letter at the beginning of each word of the defined term (e.g. Confidential Information, Employment Invention).

2. CONFIDENTIAL INFORMATION

2.1 Ownership of Confidential Information. I acknowledge and understand that I have and will have no Rights in any Confidential Information and that Confidential Information belongs to Informatica Group Members and their permitted assigns.

2.2 Use of Confidential Information. During my employment I will not use Confidential Information for any purpose other than to perform the duties of my employment with the Company. I will not use Confidential Information at all after the termination of my employment with the Company.

2.3 Disclosure of Confidential Information. At all times both during and after my employment, I will not disclose, lecture upon or publish any Confidential Information except as follows:

(a) where disclosure is necessary to perform the duties of my employment with the Company, provided that such disclosure is to a person who needs to know the relevant Confidential Information and who is subject to a binding obligation to an Informatica Group Member to keep such Confidential Information confidential;

(b) where my disclosure, lecturing or publishing is expressly consented to in writing and in advance by the Company; or

(c) where my disclosure is required by law, provided that where possible and prior to such disclosure I notify the Company of my obligation to make such disclosure and give the Company a reasonable opportunity to take steps, should it wish to do so, to limit, restrict or prevent the disclosure by any lawful means.

2.4 Permission to Publish. I will obtain the prior written consent of the Company before I submit for publication or lecture on any matter or material connected to my work with the Company or which may refer to, involve or include Confidential Information.

2.5 Safeguarding Confidential Information. I will take all reasonable safeguards to protect Confidential Information including:

(a) maintaining in a safe place all documents, drawings and data in any form that contain Confidential Information;

(b) not downloading, storing, emailing, and/or permitting the download or storage in electronic form of any Confidential Information on any non-encrypted device;

(c) handling Confidential Information in accordance with the Company's and the Informatica Group's information security policies; and



(d) notifying the Company immediately if I learn of any unauthorized or unlawful disclosure of Confidential Information, either by myself or any other person, company, or entity.

2.6 Other Parties' Confidential Information. During my employment with the Company I will not improperly use or disclose any confidential information or trade secrets of any former employer or any other person to whom I have an obligation of confidentiality in relation to such information or secrets. I will not bring onto the premises of any Informatica Group Member any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless that former employer or person has expressly consented in writing. When performing my duties I will use only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by an Informatica Group Member.

3. ASSIGNMENT OF INVENTIONS.

3.1 Assignment of Inventions. I hereby assign to the Company all my existing and future Rights in and to any and all (i) Employment Inventions; and (ii) Intellectual Property Rights in any and all Employment Inventions on an unconditional, irrevocable, perpetual, worldwide basis. I acknowledge that by virtue of this clause all such future Rights will vest in the Company and that all Employment Inventions and Intellectual Property Rights in all Employment Inventions do and will belong to the Company. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material will not lapse, nor the rights transferred therein revert to me, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that I will waive any right to and will not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. I agree, to the maximum extent permitted or not otherwise prohibited by applicable laws, that my wages are adequate compensation for such assignment.

At the Company's cost I will, during and after my employment, execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing (i) such Rights, (ii) any Intellectual Property Right in any Employment Invention, and (iii) their respective assignment to the Company.

If the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me.

3.2 Additional Steps. If any of the Rights or Intellectual Property Rights in or to an Employment Invention is not assigned to the Company under paragraph 3.1 because of legal or statutory restrictions in any applicable jurisdiction, I acknowledge and agree that the Company may acquire such Rights and/or Intellectual Property Rights in full. The terms for such acquisition will be as set out in the Company's or the Informatica Group's standard rules and regulations for the acquisition of intellectual property to the extent such rules and regulations exist at the time, or will be as otherwise agreed between me and the Company in the absence of such rules and regulations. In all cases, the amount the Company will pay for the acquisition of such Rights and/or Intellectual Property Rights will be the lowest amount permitted by law, which in any event will not be more than reasonable remuneration for such acquisition. At the Company's request, I will cooperate and perform all actions that the Company may deem desirable or necessary to give full effect to the transfer of the Rights and/or Intellectual Property Rights the Company wishes to acquire under Section 3 of this CIPA.



3.3 Non-assignable Inventions. My assignment of Rights and Intellectual Property Rights under this CIPA does not apply to Rights and Intellectual Property Rights in a Prior Invention. If I incorporate into any product, process or machine of an Informatica Group Member, any Prior Invention owned by me (in whole or in part) or in which I have a right to grant a license, I agree to and hereby grant the Informatica Group Member a nonexclusive, royalty-free, irrevocable, perpetual, sublicenseable, fully transferable, worldwide license to make, have made, modify, use, market, sell, import and distribute such product, process or machine, or any improvement, modification or derivative thereof. The license includes unlimited exploitation rights for all exploitation methods currently known and for all future exploitation methods. Despite these obligations, I will not incorporate, or allow the incorporation of, any Prior Inventions in any Employment Inventions without the Company's prior written consent.

3.4 Obligation to Keep Company Informed. During my employment and for one year after the termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions Invented. I will also promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any such Inventions that I believe are not Employment Inventions and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence, not use for any purpose nor disclose to third parties without my consent any confidential information which I disclose in writing to the Company pursuant to this paragraph 3.4 and which relates to Inventions that the Company reasonably believes are not Employment Inventions. I will at all times preserve the confidentiality of any Employment Invention.

3.5 Waiver of Objection. For the avoidance of doubt, I irrevocably and unconditionally consent and waive any objection to the Company's further assignment to any person of any of the Rights and Intellectual Property Rights I assign under this CIPA.

3.6 Moral Rights. To the extent Moral Rights cannot be assigned nor acquired under this CIPA, I waive my Moral Rights and unconditionally and voluntarily consent to all acts and omissions of an Informatica Group Member or persons authorized by an Informatica Group Member which may infringe my Moral Rights. If required by the Company, I agree to execute any documents, or take any other steps necessary, to give effect to this waiver and consent.

4. RECORDS.

I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Employment Inventions and Confidential Information developed by me, which records will be available to and remain the sole property of the Company at all times.

5. RETURN OF INFORMATICA PROPERTY.

Upon the Company's request and, in all cases, on the termination of my employment, I will return to the Company all original copies and all reproductions of all property (whether in physical or electronic format) of an Informatica Group Member, including all Confidential Information, Employment Inventions, devices, records, sketches, reports, notebooks, proposals, lists, correspondence, equipment, documents, electronic devices, computers, files, photographs, emails, negatives, undeveloped film, notes, drawings, specifications, tape recordings or other electronic recordings, programs, data, formulae, prototypes, tools, models, computer disks, software, computer printouts, memoranda, any other information stored electronically or on any Cloud-based information repository, or other materials or property of any nature belonging to an Informatica Group Member. I further agree that upon the Company's request, including but not limited to at or around the time of termination of my employment with the Company, I will provide the Company with access to my personal electronic devices used in connection with my employment, including computers, smartphones, thumb drives, personal email accounts, and/or any personal Cloud-based information storage repository so that it may remove or erase the Confidential Information of any Informatica Group Member. I will provide all cooperation reasonably required by the Company in order to



allow it to remove such property and, where applicable, irretrievably erase it. In the event that the Company decides not to forensically inspect my personal electronic devices, I will provide the Company with a certification that I have not retained and do not possess any property of an Informatica Group Member and that I have irretrievably erased all Confidential Information from all of my electronic devices and any electronic storage medium owned, controlled or accessed by me (including storage owned by a third party to which I have access or in relation to which I maintain an account).

6. NO CONFLICTING OBLIGATION.

I represent that my performance of all the terms of this CIPA does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this CIPA. By executing this CIPA, I further certify that I am not subject to any restrictive covenants and/or obligations that would prevent me from fully performing my duties for the Company.

7. LEGAL AND EQUITABLE REMEDIES.

I recognize that nothing in this CIPA is intended to limit any remedy of an Informatica Group Member under applicable law, and that I could face possible criminal and civil actions resulting in imprisonment and substantial monetary liability if I misappropriate Confidential Information. In addition, I acknowledge that it may be difficult or impossible to measure in money the damage to an Informatica Group Member of any failure by me to comply with this CIPA, that the restrictions and obligations under this CIPA are material, and that, in the event of any such failure, an Informatica Group Member could suffer irreparable harm and significant injury and may not have an adequate remedy at law or in damages. Therefore, I agree that if I breach or if there is any threatened breach of any provision of this CIPA, the Company and any other Informatica Group Member will be entitled to the issuance of an injunction or other restraining order or to the enforcement of other equitable remedies including the right to specific performance against me to compel performance of the terms of this CIPA without the necessity of showing or proving it has sustained any actual damage, and I hereby waive the adequacy of a remedy at law as a defence to such relief. This will be in addition to any other remedies available to the Informatica Group Member in law or equity. I agree and acknowledge that if an Informatica Group Member is required to enforce its rights under this CIPA through legal process of any kind, it will be entitled to recover from me its costs of such enforcement, including reasonable attorneys' fees.

8. NOTICES.

Any notices required or permitted under this CIPA will be given to the appropriate party at the address specified below. Such notice will be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing:

To the Company: To the attention of your local HR Business Partner

To me: at the last address at which I notified the Company, for payroll purposes, I resided at.

9. DISCLOSURE OF THIS CIPA.

I acknowledge and understand that neither the Company nor any other Informatica Group Member is required to keep this CIPA confidential. For the avoidance of doubt I consent to any Informatica Group Member notifying any third party (including any new employer), before or after the termination of my employment with the Company, of my obligations under this CIPA.



10. GENERAL PROVISIONS.

10.1 Effective Date. This CIPA will be deemed effective on the earlier of the date I execute it or the date I commenced employment with the Company. Unless replaced by a similar agreement, this CIPA remains in full force and effect if my employment is transferred to any other Informatica Group Member. In that event, the Informatica Group Member that employs me will be automatically substituted for the Company with respect to this CIPA.

10.2 Interpretation. When interpreting this CIPA, it will not be interpreted in a way unfavorable to a party on the basis that the party was responsible for the drafting of this CIPA. In this CIPA, "includes" and "including" will be interpreted respectively as meaning "includes without limitation" or "including without limitation".

10.3 Indemnification. I will indemnify, keep indemnified and keep the Company and each other Informatica Group Member free and harmless from and against any all demands, claims, damages, loss and all costs, charges and expenses whatsoever (including, without limitation, reasonable lawyers' fees and other dispute resolution costs), which the Company and the other Informatica Group Members may at any time pay, suffer or incur as a result of my non-compliance with this Agreement including but not limited to infringement of any third party Intellectual Property Rights assigned/disclosed by me to the Company and the Informatica Group.

10.4 Governing Law. This CIPA will be governed by and construed according to the laws of India. I hereby expressly consent to the non-exclusive jurisdiction of courts located in India in relation to any disputes involving this CIPA.

10.5 Headings. Headings used in this CIPA are for ease of reference only and do not affect the meaning of the terms of this CIPA.

10.6 Severability. If any one or more of the terms contained in this CIPA is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other terms of this CIPA, and this CIPA will be construed as if such invalid, illegal or unenforceable terms had never been contained within the CIPA. If any one or more of the terms contained in this CIPA is for any reason held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then applies.

10.7 Successors and Assigns. This CIPA will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, the other Informatica Group Members, and each of their respective successors and assigns.

10.8 Survival. The terms of this CIPA and my obligations under it will survive the termination of my employment and the assignment of this CIPA by the Company to any successor in interest or other assignee.

10.9 Waiver. No waiver by the Company of any breach of this CIPA will be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this CIPA will be construed as a waiver of any other right. The Company will not be required to give notice to enforce strict adherence to all terms of this CIPA.

10.10 Entire Agreement. This CIPA is the final, complete and exclusive agreement of the parties with respect to its subject matter and supersedes and merges all prior discussions between the Company and me. No modification of or amendment to this CIPA, nor any waiver of any rights under this CIPA, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties or remuneration will not affect the validity or scope of this CIPA.



10.11 Change of Position. I acknowledge and agree that any change in my position or title with the Company will not cause this CIPA to terminate and will not affect any change in my obligations under this CIPA.

10.12 Signatures. This CIPA may be signed in two counterparts, each of which will be deemed an original, with the same force and effectiveness as though executed in a single document. A faxed or scanned copy of an executed original of this CIPA will be deemed to be an original, to the extent permitted by law. I consent to the use by the Company of an electronic signature to execute this CIPA but understand that the Company may, in its sole discretion, refuse to accept my electronic signature of this CIPA as valid execution of this CIPA.

11. DICTIONARY

11.1 In this CIPA:

(a) **'Confidential Information'** means any and all (a) confidential or non-public knowledge, data or information related to an Informatica Group Member's business or its actual or anticipated research or development, including (i) trade secrets, inventions, ideas, processes, software programs and subroutines, computer source and object code, algorithms, technology, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, services, plans for research and development, marketing and business plans, budgets, financial statements and data, contracts, prices, competitors, suppliers, customers, price lists, lists of actual or potential customers or suppliers, talent lists, technical data, methodologies, research results, test results; (iii) information regarding the personal data, skills and/or remuneration and/or fees of an Informatica Group Member's employees, contractors, and any other service providers of an Informatica Group Member; (iv) the existence of any business discussions, negotiations, or agreements between an Informatica Group Member and any third party, and (v) any other confidential information of an Informatica Group Member; and (b) any confidential knowledge, data or information of a third party that an Informatica Group Member is under a duty to keep confidential. Confidential Information does not include information that is publicly available, except where the reason for it being publicly available was a direct or indirect result of a breach of confidentiality by or involving me.

(b) **'Employment Invention'** means all Inventions Invented:

- (i) within the course of my employment by the Company; or
- (ii) with the aid, assistance or use of any Informatica Group Member's resources, equipment, supplies or facilities or Confidential Information; or
- (iii) as a result of or in connection with any work, services, or duties performed by me for the Company; or
- (iv) relating to the actual or anticipated business, research, or development of any Informatica Group Member; or
- (v) any combination of sub-paragraphs (i) to (iv).

Despite the above, an Employment Invention does not include any Invention which is solely within the scope of sub-paragraph (iv) (and none others) and which is Invented at a time when I am not employed by the Company.



(c) **'Informatica Group'** refers to Informatica Corporation, its subsidiaries (including without limitation the Company), and any joint venture in which it or any of its subsidiaries has an interest.

(d) **'Informatica Group Member'** refers to any member of the Informatica Group.

(e) **'Intellectual Property Rights'** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, design rights, Moral Rights, and mask work rights; (ii) trademark, service marks, domain names and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) other proprietary rights in intellectual property of every kind and nature; and (vi) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, amendments and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) of this sentence.

(f) **'Invented'** means made, created, developed, written, reduced to practice, or conceived by me, in whole or in part, either solely or jointly with others.

(g) **'Inventions'** means any idea, concept, information, invention, material, process, data, program, know-how, improvement, discovery, development, design, artwork, formula, works of authorship, derivative work, compilation or other copyrightable work, and/or technique, in all cases whether or not copyrightable, patentable or susceptible to any other form of protection.

(h) **'Moral Rights'** means any rights to claim authorship of or credit on an Employment Invention, to object to or prevent the modification or destruction of any Employment Invention, or to withdraw from circulation or control the publication or distribution of any Employment Invention, and any similar right existing under judicial or statutory law of any jurisdiction in the world, or under any treaty, regardless of whether or not such right is generally referred to as a "moral right."

(i) **'Prior Invention(s)'** means Inventions Invented prior to the commencement of my employment with an Informatica Group Member. To avoid any possible uncertainty, I have attached as Exhibit A of this CIPA a complete list of all such Inventions. If disclosure of any such Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am only to disclose a cursory name for each such Invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such Inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions.

(j) **'Rights'** means all rights, title and interest.

I have read this CIPA carefully and understand its terms. I have completely filled out Exhibit A to this CIPA.

Sameer

Dated: 10/5/18

Sameer
(Signature)

SAMEER PARAN SARMAH
(Printed Name)

ACCEPTED AND AGREED TO:

INFORMATICA BUSINESS SOLUTIONS PRIVATE LTD.



Doug Barnett
EVP and Chief Financial Officer

EXHIBIT A

TO: INFORMATICA CORPORATION AND ITS SUBSIDIARIES

FROM: _____

DATE: _____

SUBJECT: Prior Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment within the Informatica Group that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Informatica Group:



No inventions or improvements.



See below:



Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____



Additional sheets attached.

Dated: 10/5/18

SAMEER PARAN SARMAH
(PRINTED NAME OF EMPLOYEE)

Sameer
(Signature)