OCWEN FINANCIAL CORP
Form SC 13G/A
February 14, 2012

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13G/A*
(Rule 13d-102)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULES 13d-1(b), (c) AND (d) AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2(b)

(Amendment no. 1)*

Ocwen Financial Corporation
(Name of Issuer)

Common Stock, $0.01 Par Value Per Share
(Title of Class of Securities)

675746309
(CUSIP Number)

December 31, 2011
(Date of event which requires filing of this statement)

Check the appropriate box to designate the rule pursuant to which this Schedule 13G/A is filed:

¨Rule 13d-1(b)
xRule 13d-1(c)
¨Rule 13d-1(d)

(Page 1 of 12 Pages)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS Empyrean Capital Fund, LP		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ¨ (b) x
3	SEC USE ONLY		
4	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5	SOLE VOTING POWER 0	
	6	SHARED VOTING POWER 1,564,503	
	7	SOLE DISPOSITIVE POWER 0	
	8	SHARED DISPOSITIVE POWER 1,564,503	
9	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,564,503		
10	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES		¨
11	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 1.20%		
12	TYPE OF REPORTING PERSON PN		

1	NAMES OF REPORTING PERSONS Empyrean Capital Overseas Master Fund, Ltd.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ¨ (b) x
3	SEC USE ONLY		
4	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5	SOLE VOTING POWER 0	
	6	SHARED VOTING POWER 4,348,738	
	7	SOLE DISPOSITIVE POWER 0	
	8	SHARED DISPOSITIVE POWER 4,348,738	
9	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,348,738		
10	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES		¨
11	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 3.35%		
12	TYPE OF REPORTING PERSON CO		

1	NAMES OF REPORTING PERSONS Empyrean Capital Partners, LP		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ¨ (b) x
3	SEC USE ONLY		
4	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5	SOLE VOTING POWER 0	
	6	SHARED VOTING POWER 5,913,241	
	7	SOLE DISPOSITIVE POWER 0	
	8	SHARED DISPOSITIVE POWER 5,913,241	
9	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,913,241		
10	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES		¨
11	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 4.55%		
12	TYPE OF REPORTING PERSON PN		

1	NAMES OF REPORTING PERSONS Empyrean Associates, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ¨ (b) x
3	SEC USE ONLY		
4	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5	SOLE VOTING POWER 0	
	6	SHARED VOTING POWER 1,564,503	
	7	SOLE DISPOSITIVE POWER 0	
	8	SHARED DISPOSITIVE POWER 1,564,503	
9	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,564,503		
10	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES		¨
11	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 1.20%		
12	TYPE OF REPORTING PERSON OO		

1	NAMES OF REPORTING PERSONS Amos Meron		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ¨ (b) x
3	SEC USE ONLY		
4	CITIZENSHIP OR PLACE OF ORGANIZATION United States & Israel		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5	SOLE VOTING POWER 0	
	6	SHARED VOTING POWER 5,913,241	
	7	SOLE DISPOSITIVE POWER 0	
	8	SHARED DISPOSITIVE POWER 5,913,241	
9	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,913,241		
10	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES		¨
11	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 4.55%		
12	TYPE OF REPORTING PERSON IN		

1	NAMES OF REPORTING PERSONS Michael Price		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ¨ (b) x
3	SEC USE ONLY		
4	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5	SOLE VOTING POWER 0	
	6	SHARED VOTING POWER 5,913,241	
	7	SOLE DISPOSITIVE POWER 0	
	8	SHARED DISPOSITIVE POWER 5,913,241	
9	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,913,241		
10	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES		¨
11	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 4.55%		
12	TYPE OF REPORTING PERSON IN		

This Amendment No. 1 (this "Amendment") amends the statement on Schedule 13G filed on August 12, 2011 (the "Original Schedule 13G" and the Original Schedule 13G as amended, the "Schedule 13G"), with respect to shares of common stock, par value $0.01 (the "Common Stock"), of Ocwen Financial Corporation (the "Company"). Capitalized terms used herein and not otherwise defined in this Amendment have the meanings set forth in the Schedule 13G.

Item 1 (a). NAME OF ISSUER.

The name of the issuer is Ocwen Financial Corporation.

Item 1(b). ADDRESS OF ISSUER'S PRINCIPAL EXECUTIVE OFFICES:

The Company's principal executive offices are located at 2002 Summit Boulevard, 6th Floor, Atlanta, Georgia 30319.

Item 2 (a). NAME OF PERSON FILING:

This statement is filed by:

(i) Empyrean Capital Fund, LP ("ECF"), a Delaware limited partnership, with respect to the Common Stock directly held by it;

(ii) Empyrean Capital Overseas Master Fund, Ltd. ("ECOMF"), a Cayman Islands corporation, with respect to the Common Stock directly held by it;

(iii) Empyrean Capital Partners, LP ("ECP"), a Delaware limited partnership, which serves as investment manager to ECF and ECOMF with respect to the shares of Common Stock directly held by ECF and ECOMF;

(iv) Empyrean Associates, LLC ("EA"), a Delaware limited liability company and the general partner of ECF with respect to the shares of Common Stock directly held by ECF; and

(v) Messrs. Amos Meron and Michael Price, with respect to the shares of Common Stock directly held by each of ECF and ECOMF.

The foregoing persons are hereinafter sometimes collectively referred to as the "Reporting Persons." Any disclosures herein with respect to persons other than the Reporting Persons are made on information and belief after making inquiry to the appropriate party.

The foregoing should not be construed in and of itself as an admission by any Reporting Person as to beneficial ownership of Common Stock owned by another Reporting Person.

Item 2(b). ADDRESS OF PRINCIPAL BUSINESS OFFICE OR, IF NONE, RESIDENCE:

The address of the business office of each of the Reporting Persons is c/o Empyrean Capital Partners, LP, 10250 Constellation Boulevard, Suite 2950, Los Angeles, CA 90067.

Item 2(c). CITIZENSHIP:

ECF - a Delaware limited partnership
ECOMF - a Cayman Island corporation
ECP - a Delaware limited partnership
EA - a Delaware limited liability company
Amos Meron - United States & Israel
Michael Price - United States

Item 2(d). TITLE OF CLASS OF SECURITIES:

Common Stock, $0.01 Par Value Per Share (the "Common Stock")

Item 2(e). CUSIP NUMBER:

675746309

Item 3.

Corporate Governance and Nominating Committee

The Corporate Governance and Nominating Committee consists of Messrs. Garrett, Robel and Seawell, each of whom is "independent" as define NASDAQ Stock Market. Mr. Robel is the chairman of the Corporate Governance and Nominating Committee. The Corporate Governance and Nomi in 2013. This committee is responsible for making recommendations to the Board of Directors on matters concerning corporate governance, evaluatin election to the Board, reviewing and making recommendations regarding the composition and mandate of Board committees, developing overall gove the performance of the Board. It is the policy of the Corporate Governance and Nominating Committee to consider recommendations of candidates fo by the stockholders of Informatica; for more information see the discussion in "Corporate Governance Matters." The Corporate Governance and Nom a written charter adopted by the Board of Directors, which is available in the "Investor Relations Corporate Governance" section of our website at v

Strategy Committee

The Strategy Committee consists of Messrs. Bertelsen, Held, Robel and Squire, each of whom is "independent" as defined in the listing standard Mr. Squire is the Chairman of the Strategy Committee. The Strategy Committee is responsible for assisting Informatica's Board of Directors and man strategic plans. The Strategy Committee had three meetings in 2013.

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Director Compensation

Cash Compensation

Non-employee members of the Board of Directors receive the following cash compensation:

- an annual retainer of $50,000;
- $20,000 for the Lead Independent Director;
- $15,000 per year for each member of the Audit Committee (or $30,000 if such member is the chairperson);
- $12,500 per year for each member of the Compensation Committee (or $25,000 if such member is the chairperson);
- $6,000 per year for each member of the Corporate Governance and Nominating Committee ($12,000 if such member is
- $6,000 per year for each member of the Strategy Committee ($12,000 if such member is the chairperson).

In addition, each non-employee director receives $1,000 for each meeting deemed to be extraordinary based on their relation to special projects which requirements.

Equity Compensation

Pursuant to our 2009 Equity Incentive Plan, each non-employee director automatically receives an award upon joining the Board of Directors (th non-employee directors receive for their Initial Grant an award of options and/or restricted stock units having a total value (as of the grant date) of $3: Committee determines the allocation between options and/or restricted stock units. Stock options granted pursuant to the Initial Grant will vest and be shares on the first anniversary of the grant date, and as to an additional 2.78% each month thereafter, provided the director continues to serve through subject to the Initial Grant will vest as to 33 1/3% of the restricted stock units on each of the first three anniversaries of the vesting commencement da to serve through such dates.

In addition, each of our non-employee directors automatically receives an award on the date of each annual meeting of stockholders, provided th served for at least six months prior to the annual meeting (the "Ongoing Grant"). Currently, non-employee directors receive for their Ongoing Grant r value (as of the grant date) of $225,000. Restricted stock units granted pursuant to the Ongoing Grant will vest and become exercisable as to 100% of date of next year's annual meeting of stockholders, provided the director continues to serve on such date.

In the event of a change of control, each of our non-employee directors will receive immediate vesting as to 100% of the director's unvested equi

The 2009 Equity Incentive Plan provides that the Compensation Committee, in its sole discretion, at any time may change the number and other awards to our non-employee directors. In October 2013, the Compensation Committee and Board of Directors determined it was in the best interests c number of shares underlying the Initial Grant and the Ongoing Grant and the vesting schedule for the Ongoing Grant to the number of shares and vest in April 2011, the Compensation Committee implemented a provision of the 2009 Equity Incentive Plan that

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permits participants to elect to defer delivery of vested shares issuable thereunder for our non-employee directors and certain of our officers with resp

Compensation for 2013

The following table provides information concerning the compensation paid by us to each of our non-employee directors in 2013. Mr. Abbasi do compensation for his service as a director.

Name (1) (2) (3)	Fees Earned or Paid in Cash ($)	Stock Awards ($) (4)	Option Awards ($) (4)	Total ($)
Mark A. Bertelsen	55,250	103,350	105,510	264,110
Amy Chang	60,625	103,350	105,510	269,485
Mark Garrett	70,250	103,350	105,510	279,110
Gerald Held	71,500	103,350	105,510	280,360
Hilarie Koplow-McAdams				
Andrew M. Miller	5,000	173,700	159,825	338,525
Charles J. Robel	103,875	103,350	105,510	312,735
A. Brooke Seawell	80,000	103,350	105,510	288,860
Geoffrey W. Squire	60,500	103,350	105,510	269,360
Godfrey R. Sullivan	37,500			37,500

(1) Dr. Held became the chairman of the Compensation Committee in May 2013. Ms. Koplow-McAdams joined the Board of Directors in Marc Compensation Committee in April 2014. Mr. Miller joined the Board of Directors in May 2013 and resigned in July 2013. Mr. Miller was a Committee from May 2013 to July 2013. Mr. Seawell joined the Corporate Governance and Nominating Committee in March 2014. Mr. Su Directors in May 2013. Mr. Sullivan was chairman of the Compensation Committee until his resignation in May 2013.

(2) In 2013, each of our non-employee directors (other than Ms. Koplow-McAdams, Mr. Miller and Mr. Sullivan) received, on May 24, 2013, a shares, with a grant date fair value of $103,350 and an option for 10,000 shares, with a grant date fair value of $105,510. Upon joining the B Mr. Miller received, on May 28, 2013, a restricted stock unit award of 5,000 shares, with a grant date fair value of $173,700, and an option f fair value of $159,825. Mr. Miller forfeited his equity awards when he resigned from the Board of Directors in July 2013.

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(3)

As of December 31, 2013, the aggregate number of shares underlying stock awards and options outstanding for each of our non-employee d

Name	Stock Awards	Options
Mark A. Bertelsen	3,000	45,000
Amy Chang	6,333	25,000
Mark Garrett	9,000	45,000
Gerald Held	9,000	45,000
Hilarie Koplow-McAdams		
Andrew M. Miller		
Charles J. Robel	6,000	45,000
A. Brooke Seawell	3,000	45,000
Geoffrey W. Squire	3,000	45,000
Godfrey R. Sullivan		

Included

in Mr. Garrett's and Dr. Held's stock awards are 6,000 shares of which they have elected to defer delivery. Included in Mr. Robel's stock aw has elected to defer delivery. For more information regarding security ownership by our non-employee directors, see "Security Ownership b Management."

(4)

Reflects the aggregate grant date fair value computed in accordance with Financial Accounting Standards Board's ("FASB") Accounting Sta 718, Stock Compensation. The assumptions used in the valuation of these awards are set forth in the notes to our consolidated financial stat Annual Report on Form 10-K for the year ended December 31, 2013, filed with the SEC on February 21, 2014. These amounts do not neces that may be recognized by the director.

Corporate Governance Matters

Risk Oversight

Our Board of Directors is responsible for the oversight of our enterprise risk management. Together with its committees, the Board of Directors relevant to Informatica or its business are appropriately considered and addressed. Our management is responsible for identifying, assessing, managin exposure to risk on a day-to-day basis, and the Board of Directors (and its committees) oversees management in its execution of these responsibilities strategic, financial and operational risks inherent in our business through its consideration of the various matters presented to the Board or its committ approval. Furthermore, each committee regularly reviews and evaluates various aspects of enterprise risk as part of its specific functions and responsi Directors, including:

the Audit Committee considers risk in connection with its oversight of our financial review and reporting processes and compliance matters. In addition, the Audit Committee is responsible for the oversight and review of certain risk manage insurance, investment and business continuity policies;

the Compensation Committee considers risk in connection with its oversight of the design and administration of our co programs;

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the Corporate Governance and Nominating Committee considers risk in connection with its oversight of our governance including conflicts of interest (other than related party transactions reviewed by the Audit Committee); and

the Strategy Committee considers risk in connection with its oversight of our strategic plans, including mergers, acquisi transactions.

We believe the Board's role is consistent with our leadership structure, with our CEO and management primarily responsible for enterprise risk n Directors and its committees providing oversight of such efforts.

Code of Business Conduct

Our Code of Business Conduct applies to all of our directors, officers (including our principal executive officer and senior financial and accounti can find the Code of Business Conduct in the "Investor Relations Corporate Governance" section of our website at www.informatica.com. We will Business Conduct, as well as any waivers, that are required to be disclosed by the rules of either the SEC or The NASDAQ Stock Market on such web

Corporate Governance Principles

Our Corporate Governance Principles establish the corporate governance policies pursuant to which the Board of Directors intends to conduct its accordance with its fiduciary duties. You can find the Corporate Governance Principles in the "Investor Relations Corporate Governance" section o www.informatica.com.

Independence of the Board of Directors

The Board of Directors has determined that, with the exception of Sohaib Abbasi, who is our chief executive officer and president, all of its mem defined in the listing standards of The NASDAQ Stock Market.

In making this determination, the Board of Directors considered that Mark A. Bertelsen is a member of the law firm of Wilson Sonsini Goodrich ("WSGR"). Fees paid by us to WSGR for legal services rendered for the year ended December 31, 2013 were approximately $1.9 million, which repr WSGR's revenues. We believe the services performed by WSGR were provided in the ordinary course of business on terms no more or less favorable parties. In addition, the Board of Directors also considered the annual amount of Informatica's sales to, or purchases from, any company where a non- executive officer or director or is a substantial stockholder. The Board of Directors determined that any such sales or purchases were made in the ordi amount of such sales or purchases in each of the past three fiscal years was less than 5% of Informatica's or the applicable company's consolidated gro

Stock Ownership Guidelines

We have adopted stock ownership guidelines for our directors and executive officers. For information regarding such guidelines, see the section "Executive Compensation Compensation Discussion and Analysis Stock Ownership Guidelines."

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Contacting the Board of Directors

Stockholders and other individuals may communicate with the Board of Directors by submitting either an e-mail to board@informatica.com or a to the Board of Directors (or specific board member), Informatica Corporation, 2100 Seaport Blvd., Redwood City, California 94063. E-mail commu specific director should be sent to the e-mail address above to the attention of the applicable director.

Attendance at Annual Stockholder Meetings by the Board of Directors

Although we do not have a formal policy regarding attendance by members of the Board of Directors at our annual meeting of stockholders, we directors to attend. Three directors attended our 2013 annual meeting of stockholders.

Process for Recommending Candidates for Election to the Board of Directors

The Corporate Governance and Nominating Committee is responsible for, among other things, determining the criteria for membership to the Bo candidates for election to the Board of Directors. It is the policy of the Corporate Governance and Nominating Committee to consider recommendatio Directors from stockholders. Stockholder recommendations for candidates to the Board of Directors must be directed in writing to Informatica Corpor Seaport Blvd., Redwood City, CA 94063 and must include the candidate's name, home and business contact information, detailed biographical data a regarding any relationships between the candidate and Informatica within the last three years, and evidence of the nominating person's ownership of c

The Corporate Governance and Nominating Committee's general criteria and process for evaluating and identifying the candidates that it recomm for selection as director nominees are as follows:

The Corporate Governance and Nominating Committee regularly reviews the current composition and size of the Board

In its evaluation of director candidates, including the members of the Board of Directors eligible for re-election, the Co Committee seeks to achieve a balance of knowledge, experience and capability on the Board of Directors and considers of the Board of Directors and the needs of the Board of Directors and the respective committees of the Board of Directo character, judgment, diversity, expertise, business experience, length of service, independence and other commitments, Corporate Governance and Nominating Committee may consider appropriate.

While the Corporate Governance and Nominating Committee has not established specific minimum qualifications for d Governance and Nominating Committee believes that candidates and nominees must reflect a Board of Directors that is predominantly independent, (2) are of high integrity, (3) have broad, business-related knowledge and experience at the government or academia, (4) possess strong aptitude for technology, including their understanding of the enterprise soft business in particular, (5) have qualifications that will increase overall Board effectiveness, and (6) meet other requirem applicable rules, such as financial literacy or financial expertise with respect to audit committee members.

In evaluating and identifying candidates, the Corporate Governance and Nominating Committee has the authority to ret regard to candidates who are properly

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recommended by stockholders or by other means. The Corporate Governance and Nominating Committee will review t candidate. This review may, in the Corporate Governance and Nominating Committee's discretion, include interviewing interviews with the candidate, or other actions that the Corporate Governance and Nominating Committee deems neces

The Corporate Governance and Nominating Committee will apply these same principles when evaluating Board candid the full Board of Directors to fill vacancies or to add additional directors prior to the annual meeting of stockholders at

After completing its review and evaluation of director candidates, the Corporate Governance and Nominating Committ Directors the director nominees for selection.

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PROPOSAL TWO
AMENDMENT TO 2009 EQUITY INCENTIVE PLAN

We are seeking stockholder approval of an amendment to our 2009 Equity Incentive Plan (the "2009 Plan"). This amendment would increase the stock reserved for issuance under the 2009 Plan by 6,300,000 shares. The Board of Directors has approved such amendment to the 2009 Plan, subject the Annual Meeting.

The Board of Directors recommends a vote "FOR" this proposal.

Reasons to Vote for the Amendment

The amendment to the 2009 Plan, if approved by our stockholders, would add 6,300,000 shares to the 2009 Plan. If the amendment to the 2009 P we will continue to use the current version of the 2009 Plan.

Our Success Depends on Providing Competitive Equity Compensation to Attract and Retain Employees

We believe our success is due to our highly talented employee base and that our future success depends on our ability to attract, retain and motiv compete with many technology companies for a limited pool of talented people. We strive to provide our employees with compensation packages that performance, enable our retention efforts and align their interests with those of our stockholders. The ability to grant equity awards is a necessary and tool for us to obtain quality personnel.

We believe that increasing the shares reserved for issuance under the 2009 Plan is necessary for us to continue to offer a competitive equity ince stockholders do not approve the proposed share increase, we believe we will not be able to continue to offer competitive equity awards to retain our c employees in future years. This could significantly affect our plans for growth and adversely affect our ability to operate our business and increase sto need to instead offer material cash incentives to compete for talent, which could negatively impact our quarterly results of operations, and may make other technology companies and our peer companies in attracting, retaining and motivating our employees. We also believe that equity awards are an long-term retention value and ensure that employee and stockholder interests are closely aligned.

We Carefully Manage our Equity Incentive Program

Currently, the maximum number of shares that may be issued under the 2009 Plan is 20,500,000 shares. The 2009 Plan is the only plan from whi (other than our employee stock purchase plan). As of February 28, 2014, under the 2009 Plan, there were 9,829,270 shares subject to outstanding opti performance-based restricted stock unit awards, and 2,803,187 shares remained available for grant.

Further, as of February 28, 2014, under all of our equity compensation plans (other than our employee stock purchase plan), there were:

- 9,490,150 shares subject to issuance upon exercise of outstanding options, at a weighted average exercise price of $30.6 remaining life of 4.06 years;

- 2,123,416 shares subject to outstanding restricted stock unit awards that remain subject to vesting; and

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- a maximum of 637,462 shares subject to outstanding performance-based restricted stock unit awards eligible to be earne

We focus on effectively managing our annual equity awards, particularly in order to minimize stockholder dilution. Therefore, we consider both and "total overhang" in evaluating the impact of our equity award usage and determining proposed share increases to the 2009 Plan. We define "burn granted during the year, divided by the weighted average number of shares outstanding. We define "issued overhang" as the number of full value awa by the total number of shares outstanding. We define "total overhang" as the number of full value awards and options outstanding plus shares availabl number of shares outstanding. Accordingly:

- our three-year average "burn rate" for fiscal 2011, 2012 and 2013 was approximately 3.8%;
- as of February 28, 2014, our "issued overhang" of approximately 12.3 million shares represented approximately 11.2%
- as of February 28, 2014, our "total overhang" of approximately 15.1 million shares represented approximately 13.8% of

We had 109,331,732 shares outstanding on February 28, 2014. In addition to our "burn rate" and "overhang" metrics, we also considered a numb the proposed 6,300,000 share increase, such as our expected equity award usage, proxy advisory firm guidelines for our industry, and guidelines and f engagement efforts with our larger stockholders. We currently expect that the proposed 6,300,000 share increase will be sufficient for our equity awar we anticipate requesting that the stockholders approve an additional share increase for the 2009 Plan at the 2015 annual meeting of stockholders.

We also have an on-going stock repurchase program to help mitigate the dilutive effect of our equity programs. During 2011, 2012 and 2013, we 1.6 million, 2.4 million and 2.5 million shares, respectively. Our stock repurchase program does not have a specific expiration date. As of December 3 $4.0 million remaining under the program for future share repurchases. In January 2014, we announced that the Board had authorized an additional $1

Our 2009 Plan Conforms to Best Practices

We designed the 2009 Plan to conform to best practices in equity incentive plans. The 2009 Plan is intended to be a broad-based equity plan, and awards each year have been granted to non-executive employees. The 2009 Plan contains many features designed to address stockholder concerns rel including:

- prohibitions on option and stock appreciation right repricing without stockholder consent;
- reduced maximum option terms of 7 years (rather than the typical 10 years);
- no "evergreen" share reserve increases;
- the flexibility of restricted stock, restricted stock units, performance units or performance shares that can be used in lieu number of our shares necessary to grant competitive equity awards;
- awards of restricted stock, restricted stock units, performance units and performance shares are counted against the pool one-for-one basis (see below);

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stock options and stock appreciation rights must have an exercise price that is not less than 100% of the fair market valu date; and

the 2009 Plan does not provide for tax gross-ups of any kind.

Description of the 2009 Plan

The 2009 Plan was originally approved by our stockholders in 2009. Our stockholders approved amendments to the 2009 Plan in 2011, 2012 and materially amended since our stockholders last approved amendments to the 2009 Plan.

The following paragraphs provide a summary of the principal features of the 2009 Plan and its operation. The 2009 Plan is set forth in its entirety Statement. The following summary is qualified in its entirety by reference to Appendix A.

The 2009 Plan provides for the grant of the following types of incentive awards: (i) stock options, (ii) stock appreciation rights, (iii) restricted sto (v) performance units and (vi) performance shares. Each of these is referred to individually as an "Award." Those who will be eligible for Awards und employees, non-employee directors and consultants who provide services to Informatica and its affiliates. As of February 28, 2014, approximately 3,3 directors were eligible to participate in the 2009 Plan.

The 2009 Plan is intended to permit (but not require) us to grant equity compensation awards that are intended to qualify as performance-based c of the Internal Revenue Code of 1986, as amended (the "Code"), thereby potentially permitting us to receive a full federal income tax deduction in co under the 2009 Plan. Under Section 162(m), one of the requirements to qualify as performance-based compensation is that the plan be approved by st

Number of Shares of Common Stock Available Under the 2009 Plan

The Board has reserved 20,500,000 shares of Informatica's common stock for issuance under the 2009 Plan. The shares may be either authorized treasury shares. Shares subject to full value awards (restricted stock units, restricted stock, performance units or performance shares) currently count a shares for every one share subject to such an award. Prior to the amendment of the 2009 Plan in May 2011, shares subject to full value awards counted shares for every one share subject to such an award. To the extent that a share that was subject to an award that counted as 1.52 or 2.37 shares against are returned to the 2009 Plan, the 2009 Plan reserve will be credited with 1.52 or 2.37 shares, respectively, that will thereafter be available for issuanc Proposal Two is approved, the maximum number of shares that may be issued under the 2009 Plan will increase to 26,800,000 shares.

If an Award expires or becomes unexercisable without having been exercised in full, or, with respect to restricted stock, restricted stock units, pe units, is forfeited to or repurchased by Informatica, the unpurchased Shares (or for Awards other than options and stock appreciation rights, the forfeit become available for future grant or sale under the 2009 Plan (unless the 2009 Plan has terminated). Awards paid out in cash rather than shares will no available for issuance under the 2009 Plan. If a stock appreciation right is settled in shares, such shares as well as shares that represent payment of the award will cease to be available under the 2009 Plan.

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If Informatica declares a dividend or other distribution or engages in a recapitalization, stock split, reverse stock split, reorganization, merger, co combination, repurchase, or exchange of shares or other securities of Informatica, or other change in the corporate structure of Informatica affecting I Committee will adjust the number and class of shares that may be delivered under the 2009 Plan, the number, class, and price of shares covered by ea numerical per-person limits on Awards.

Administration of the 2009 Plan

A committee authorized by the Board (the "Committee") will administer the 2009 Plan, which is currently the Compensation Committee. To mal officers and key employees, the members of the Committee must qualify as "non-employee directors" under Rule 16b-3 of the Securities Exchange A directors" under Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code") so that Informatica can potentially receive a federal compensation paid under the 2009 Plan. Subject to the terms of the 2009 Plan, the Committee has the sole discretion to select the employees, consulta who will receive Awards, determine the terms and conditions of Awards, and to interpret the provisions of the 2009 Plan and outstanding Awards. Th approval of Informatica's stockholders, institute an exchange program under which outstanding Awards are amended to provide for a lower exercise p exchange for Awards with a lower exercise price.

Options

The Committee is able to grant nonstatutory stock options and incentive stock options under the 2009 Plan. The Committee determines the numb although the 2009 Plan provides that an employee or consultant may not receive options (and/or stock appreciation rights) for more than one million (except in connection with his or her initial service as an employee with Informatica, in which case he or she may be granted an option (and/or stock a an additional two million (2,000,000) shares. In addition, the maximum number of options (and/or stock appreciation rights) that a non-employee dire is limited to one hundred thousand (100,000) shares.

The Committee determines the exercise price of options granted under the 2009 Plan, provided the exercise price must be at least equal to 100% Informatica's common stock on the date of grant. In addition, the exercise price of an incentive stock option granted to any participant who owns more of all classes of Informatica's outstanding stock must be at least 110% of the fair market value of the common stock on the grant date.

The term of an option may not exceed seven (7) years, except that, with respect to any participant who owns 10% of the voting power of all class capital stock, the term of an incentive stock option may not exceed five years.

After a termination of service with Informatica, a participant will be able to exercise the vested portion of his or her option for the period of time his or her Award. No incentive stock option may be exercised more than three (3) months after the participant's termination of service for any reason the participant dies during such three (3) month period and/or the participant's agreement governing his or her Award, or the Committee, permits later may be exercised more than one (1) year after the participant's termination of service due to disability or death (unless the participant's agreement gov Committee, permits later exercise). In no event may an option be exercised later than the expiration of its term.

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Stock Appreciation Rights

The Committee will be able to grant stock appreciation rights, which are the rights to receive the appreciation in fair market value of common sto the date of grant. Informatica can pay the appreciation in either cash or shares of common stock or a combination of both. Stock appreciation rights w and on the terms established by the Committee, subject to the terms of the 2009 Plan. The Committee, subject to the terms of the 2009 Plan, will have the terms and conditions of stock appreciation rights granted under the 2009 Plan; provided, however, that the exercise price may not be less than 100 on the date of grant. The term of a stock appreciation right may not exceed seven (7) years. No employee or consultant will be granted stock apprecia more than one million (1,000,000) shares during any fiscal year, except that an employee may be granted stock appreciation rights (and/or options) co million (2,000,000) shares in connection with his or her initial service as an employee with Informatica. In addition, the maximum number of stock ap that a non-employee director may receive in any fiscal year is limited to one hundred thousand (100,000) shares.

After termination of service with Informatica, a participant will be able to exercise the vested portion of his or her stock appreciation right for the agreement governing his or her stock appreciation right. If a participant dies prior to the exercise of his or her stock appreciation rights, the Committe the stock appreciation rights will be exercisable for up to one (1) year after the date of death. In no event will a stock appreciation right be exercised la

Restricted Stock

Awards of restricted stock are rights to acquire or purchase shares of Informatica's common stock, which vest in accordance with the terms and c Committee in its sole discretion. For example, the Committee may set restrictions based upon continued employment or service with Informatica, the performance goals, applicable laws, or any other basis determined by the Committee in its discretion. Subject to the provisions of the 2009 Plan, after Committee, in its sole discretion, may reduce or waive any restrictions for such Award and may accelerate the time at which any restrictions will laps Committee.

The Award agreement governing the grant of the restricted stock will generally grant Informatica a right to repurchase or reacquire the shares up participant's service with Informatica for any reason (including death or disability). The Committee will determine the number of shares granted pursu With respect to restricted stock intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee, in its dis upon the achievement of specific performance objectives. The Committee shall determine the number of shares of restricted stock granted to any parti consultant will be granted more than three hundred thirty three thousand three hundred thirty three (333,333) shares of restricted stock (and/or perform units) during any fiscal year, except that an employee may be granted up to an additional six hundred sixty six thousand six hundred sixty seven (666, (and/or performance shares and/or restricted stock units) in connection with his or her initial employment with Informatica. In addition, the maximum performance shares and/or restricted stock units) that a non-employee director may receive in any fiscal year is limited to fifty thousand (50,000) shar

Restricted Stock Units

Awards of restricted stock units result in a payment to a participant only if the vesting criteria the Committee establishes is satisfied. For exampl restrictions based on the achievement of

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specific performance goals or upon continued employment or service with Informatica. Upon satisfying the applicable vesting criteria, the participant specified in the Award agreement. Subject to the provisions of the 2009 Plan, after the grant of restricted stock units, the Committee, in its sole discre performance objectives or other vesting provisions for such Award and may accelerate the time at which any restrictions will lapse at a rate determine

The Committee, in its sole discretion, may pay earned restricted stock units in cash, shares, or a combination thereof. Restricted stock units that a the number of shares available for grant under the 2009 Plan. On the date set forth in the Award agreement, all unearned restricted stock units will be Committee determines the number of restricted stock units granted to any participant. With respect to restricted stock units intended to qualify as "per under Section 162(m) of the Code, the Committee, in its discretion, may set restrictions based upon the achievement of specific performance objective the number of restricted stock units granted to any participant, but no employee or consultant may be granted more than three hundred thirty three tho (333,333) restricted stock units (and/or shares of restricted stock and/or performance shares) during any fiscal year, except that an employee may be g hundred sixty six thousand six hundred sixty seven (666,667) restricted stock units (and/or shares of restricted stock and/or performance shares) in co employment with Informatica. In addition, the maximum number of restricted stock units (and/or shares of restricted stock and/or performance shares receive in any fiscal year is limited to fifty thousand (50,000) shares.

Performance Units and Performance Shares

The Committee will be able to grant performance units and performance shares, which are Awards that will result in a payment to a participant o vesting criteria the Committee may establish are achieved or the Awards otherwise vest. The Committee will establish performance or other vesting c depending on the extent to which they are met, will determine the number and/or the value of performance units and performance shares to be paid ou provisions of the 2009 Plan, after the grant of performance units or performance shares, the Committee, in its sole discretion, may reduce or waive an vesting provisions for such Award and may accelerate the time at which any restrictions will lapse at a rate determined by the Committee.

The Committee determines the number of performance units and performance shares granted to any participant. With respect to performance uni to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee, in its discretion, may determine that the performa performance units and performance shares shall be based on the achievement of performance goals. During any fiscal year, no employee or consultan hundred thirty three thousand three hundred thirty three (333,333) performance shares (and/or shares of restricted stock and/or restricted stock units) a receive performance units having an initial value greater than three million dollars ($3,000,000), except that in the first year a participant becomes an granted performance shares (and/or shares of restricted stock and/or restricted stock units) covering up to an additional six hundred sixty six thousand shares or performance units having an initial value up to an additional three million dollars ($3,000,000). Performance units will have an initial dollar on or before the date of grant. Performance shares will have an initial value equal to the fair market value of a share of Informatica's common stock or maximum value of performance units that a non-employee director may receive in any fiscal year is limited to five hundred thousand dollars ($500,00 performance shares (and/or shares of restricted stock and/or restricted stock units) that a non-employee director may receive in any fiscal year is limit

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Performance Goals

Awards of restricted stock, restricted stock units, performance shares, and performance units under the 2009 Plan may be made subject to the atta relating to one or more business criteria within the meaning of Section 162(m) of the Code and may provide for a targeted level or levels of achievem (iii) operating income, (iv) earnings per share, and (v) total shareholder return. Any criteria used may be (i) measured in absolute terms, (ii) in relative passage of time and/or against another company or companies), (iii) on a per-share basis, (iv) against the performance of Informatica as a whole or a b (v) on a pre-tax or after-tax basis. In granting Awards that are intended to qualify under Section 162(m) of the Code, the Committee will follow any p time to time to be necessary or appropriate to comply with the requirements of Section 162(m) of the Code.

Awards to Non-Employee Directors

The 2009 Plan provides for automatic grants to non-employee directors, in addition to the potential discretionary grants that are described above. Committee, in its sole discretion, at any time may change the number, type and other terms and conditions of the Awards to be granted in the future a directors. As of the date of this proxy statement, each new non-employee director receives an initial grant having a grant date total value of $350,000 director receives a grant having a grant date total value of $225,000. See "Proposal One Election of Directors Director Compensation Equity Co grants that currently are made to non-employee directors.

Transferability of Awards

Awards granted under the 2009 Plan are generally not transferable, and all rights with respect to an Award granted to a participant generally will lifetime only to the participant. If the Committee makes an Award transferable, such Award will contain such additional terms and conditions as the C

Amendment and Termination of the 2009 Plan

The Committee will have the authority to amend, suspend or terminate the 2009 Plan. No amendment, suspension or termination of the 2009 Pla participant, without the consent of the participant. The 2009 Plan will remain in effect until terminated pursuant to the provisions of the 2009 Plan; pr further stockholder approval, no incentive stock options may be granted under the 2009 Plan after April 28, 2019.

Change of Control

In the event of a "change of control", as defined in the 2009 Plan, each outstanding Award will be treated as the Committee determines, includin Award be assumed or an equivalent option or right substituted by the successor corporation or a parent or subsidiary of the successor corporation. The treat all Awards similarly in the transaction. In the event that the successor corporation refuses to assume or substitute for the Award, the participant w exercise all of his or her outstanding options or stock appreciation rights, including shares as to which such Awards would not otherwise be vested or restricted stock and restricted stock units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesti at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an option or stock appreciation right is not assum

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Committee will notify the participant in writing or electronically that the option or stock appreciation right will be fully vested and exercisable for a p Committee in its sole discretion, and the option or stock appreciation right will terminate upon the expiration of such period. The above provisions wi consummation of a change of control, and will not apply to a proposed or potential change of control.

Number of Awards Granted to Employees and Directors

The number of Awards that an employee, director or consultant may receive under the 2009 Plan is at the discretion of the Committee and theref advance. Our executive officers and non-employee directors have an interest in this proposal because they are eligible to receive Awards under the 20 only, the following table sets forth information with respect to the grant of

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options and restricted stock unit awards under the 2009 Plan in 2013 (no other type of award was granted during this time):

	Options Granted (#)	Weighted Average Exercise Price Per Share ($)	Restricted Stock Units Granted (#)	Weighted Average Dollar Value of RSUs Granted ($)
Sohaib Abbasi *Chairman of the Board, Chief Executive Officer and President*	80,000	37.43		
Earl Fry *Chief Financial Officer, Chief Administration Officer, Executive Vice President, Global Customer Support and Services and Secretary*	77,000	37.43		
Anil Chakravarthy *Executive Vice President and Chief Product Officer*	175,000	38.11	75,000	38.11
Ivan Chong *Executive Vice President and Chief Strategy Officer*	42,000	37.43		
John McGee *Executive Vice President, Worldwide Field Operations*	66,000	37.43		
Girish Pancha *Former Executive Vice President and Chief Product Officer*	66,000	37.43		
All current executive officers as a group (6 people)	440,000	37.70	75,000	38.11
All non-employee directors as a group (8 people) (2)	70,000	34.45	21,000	34.45
All employees who are not executive officers as a group	1,634,152	37.78	733,950	35.27

(1) Reflects the target number of PSUs granted.

(2) For further information, see "Proposal One Election of Directors Director Compensation Equity Compensation."

Federal Tax Aspects

The following paragraphs are a summary of the general U.S. federal income tax consequences to U.S. taxpayers and Informatica of Awards gran
consequences for any particular individual may be different.

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Nonstatutory Stock Options

No taxable income is reportable when a nonstatutory stock option with an exercise price equal to the fair market value of the underlying stock or participant. Upon exercise, the participant will recognize ordinary income in an amount equal to the excess of the fair market value (on the exercise da exercise price of the option. Any taxable income recognized in connection with an option exercise by an employee of Informatica is subject to tax wit additional gain or loss recognized upon any later disposition of the shares would be capital gain or loss.

Incentive Stock Options

No taxable income is reportable when an incentive stock option is granted or exercised (except for purposes of the alternative minimum tax, in w nonstatutory stock options). If the participant exercises the option and then later sells or otherwise disposes of the shares more than two years after the after the exercise date, the difference between the sale price and the exercise price will be taxed as capital gain or loss. If the participant exercises the otherwise disposes of the shares before the end of the two- or one-year holding periods described above, he or she generally will have ordinary incom fair market value of the shares on the exercise date (or the sale price, if less) minus the exercise price of the option. This taxable income is not subject

Stock Appreciation Rights

No taxable income is reportable when a stock appreciation right with an exercise price equal to the fair market value of the underlying stock on t participant. Upon exercise, the participant will recognize ordinary income (subject to withholding) in an amount equal to the amount of cash received shares received. Any additional gain or loss recognized upon any later disposition of the shares would be capital gain or loss.

Restricted Stock, Restricted Stock Units, Performance Units and Performance Shares

A participant generally will not have taxable income at the time an Award of restricted stock, restricted stock units, performance shares or perfor or she will recognize ordinary income in the first taxable year in which his or her interest in the shares underlying the Award becomes either (i) freely subject to substantial risk of forfeiture.

Tax Effect for Informatica

Informatica generally will be entitled to a tax deduction in connection with an Award under the 2009 Plan in an amount equal to the ordinary inc the time the participant recognizes such income (for example, the exercise of a nonstatutory stock option). Special rules limit the deductibility of com Executive Officer and to each of its three most highly compensated executive officers other than our Chief Financial Officer. Under Section 162(m) o paid to any of these specified executives will be deductible only to the extent that it does not exceed $1,000,000 for any such person. However, Inforn of certain compensation in excess of $1,000,000 if the conditions of Section 162(m) are met. These conditions include stockholder approval of the 20 of Awards that any individual may receive and for Awards other than certain stock options, establishing performance criteria that must be met before paid. The 2009 Plan has been designed to permit the Committee, in its discretion, to choose to grant Awards that are intended to qualify as performan the

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conditions of Section 162(m), thereby permitting Informatica to continue to receive a federal income tax deduction in connection with such Awards.

THE FOREGOING IS ONLY A SUMMARY OF THE EFFECT OF FEDERAL INCOME TAXATION UPON PARTICIPANTS AND INFOR THE GRANT AND EXERCISE OF AWARDS UNDER THE 2009 PLAN. IT DOES NOT PURPORT TO BE COMPLETE, AND DOES NOT DIS CONSEQUENCES OF A PARTICIPANT'S DEATH OR THE PROVISIONS OF THE INCOME TAX LAWS OF ANY MUNICIPALITY, STATE WHICH THE PARTICIPANT MAY RESIDE.

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PROPOSAL THREE
RATIFICATION OF APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIR

The Audit Committee appointed Ernst & Young LLP ("EY") as the independent registered public accounting firm of Informatica for the fiscal ye Although ratification by stockholders is not required by any applicable legal requirements, the Board of Directors has determined that it is desirable to by the stockholders. Notwithstanding its selection, the Audit Committee, in its discretion, may appoint a new independent registered public accountin the Audit Committee believes that such a change would be in the best interest of Informatica and its stockholders. If the stockholders do not ratify the Committee may reconsider its selection.

EY has audited Informatica's financial statements since our inception. A representative of EY is expected to be present at the Annual Meeting wi statement if he or she desires to do so, and is expected to be available to respond to appropriate questions.

The Board of Directors recommends a vote "FOR" this proposal.

Accounting Fees

The following table shows the fees paid or accrued by Informatica for the audit and other services provided by EY for 2012 and 2013.

	2012 ($)	2013 ($)
Audit Fees (1)	1,800,000	1,889,000
Audit-Related Fees (2)	272,000	168,000
Tax Fees (3)	1,440,000	1,293,000
All Other Fees		
Total	3,512,000	3,350,000

(1) Audit fees consist of professional services rendered for the audit of Informatica's annual financial statements and reviews of its quarterly fin include fees for international statutory audits, consents, assistance with and review of documents filed with the SEC, attest services, work do connection with the audit or quarterly reviews and attestation-related services in connection with Section 404 of the Sarbanes-Oxley Act of

(2) Audit-related fees consist of assurance and related services performed by EY that are reasonably related to the performance of the audit or r statements, which include fees for accounting consultations, internal control reviews and attest services not required by statute or regulation

(3) Tax fees consist of professional services performed by EY with respect to tax compliance and tax planning and advice. Tax compliance incl amended tax returns for Informatica, research and development credit study, tax accounting method change, intangible property valuation, a compliance fees totaled approximately $865,000 and $677,000 for 2012 and 2013, respectively. Tax planning and advice includes tax strate repatriation planning, merger and acquisition related projects, intellectual property tax issues, intercompany and transfer pricing design and planning and advice totaled $575,000 and $616,000 for 2012 and 2013, respectively.

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Pre-Approval of Audit and Non-Audit Services

All audit and non-audit services provided by EY to Informatica must be pre-approved by the Audit Committee. The Audit Committee utilizes th pre-approving all audit and non-audit services provided by EY. In the first and third quarters of the fiscal year, the Audit Committee is presented with audit and non-audit services and fees (separately describing audit-related services, tax services and other services) expected to be provided by EY for during subsequent Audit Committee meetings throughout the year, the Audit Committee is presented with an updated listing of approved services hig non-audit services to be provided by EY. The Audit Committee reviews these listings and approves the services outlined therein if such services are a

To ensure prompt handling of unexpected matters, the Audit Committee delegates to the Chairman of the Audit Committee the authority to amer non-audit services and approve additional fees of up to $50,000; provided, however, that such additional or amended services may not affect EY's ind rules. The Chairman reports any such action taken to the Audit Committee at the subsequent Audit Committee meeting.

All EY services and fees in 2012 and 2013 were pre-approved by the Audit Committee.

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REPORT OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

With respect to Informatica's financial reporting process, the management of Informatica is responsible for (1) establishing and maintaining inter consolidated financial statements. Informatica's independent registered public accounting firm, EY, is responsible for auditing these financial stateme our internal controls. It is the responsibility of the Audit Committee to oversee these activities. It is not the responsibility of the Audit Committee to p statements or guarantee the audits or reports of the independent auditors. These are the fundamental responsibilities of Company management and our accounting firm. In the performance of its oversight function, the Audit Committee has:

- reviewed and discussed the audited financial statements with EY and management;

- discussed with EY the matters required to be discussed under the rules adopted by the Public Company Accounting Ove

- received the written disclosures and the letter from EY required by applicable requirements of the PCAOB regarding EY Committee concerning independence, and has discussed with EY its independence.

Based upon such review and discussions, the Audit Committee recommended to the Board of Directors that the audited financial statements be in Report on Form 10-K for the year ended December 31, 2013 for filing with the SEC.

AUDIT COMMITTEE OF THE BOARD OF DIREC

A. Brooke Seawell (Chair)
Mark Garrett
Charles J. Robel

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PROPOSAL FOUR
APPROVAL OF EXECUTIVE COMPENSATION

In accordance with SEC rules, we are providing our stockholders with the opportunity to vote to approve, on an advisory or non-binding basis, th executive officers as disclosed in accordance with the SEC's rules in the "Executive Compensation" section of this Proxy Statement beginning on pag known as a "say-on-pay" proposal, gives our stockholders the opportunity to express their views on our named executive officers' compensation as a v address any specific item of compensation or any specific named executive officer, but rather the overall compensation of all of our named executive and practices described in this Proxy Statement.

The say-on-pay vote is advisory, and therefore not binding on Informatica, the Compensation Committee or our Board of Directors. The say-on-information to us regarding investor sentiment about our executive compensation philosophy, policies and practices, which the Compensation Commi determining executive compensation for the remainder of the current fiscal year and beyond. Approximately 96% of the votes cast on the say-on-pay of the proposal. Our Board of Directors and our Compensation Committee value the opinions of our stockholders and to the extent there is any signifi executive officer compensation as disclosed in this Proxy Statement, we will communicate directly with stockholders to better understand the concern our stockholders' concerns and the Compensation Committee will evaluate whether any actions are necessary to address those concerns.

We believe that the information we've provided in the "Executive Compensation" section of this Proxy Statement, and in particular the informati Compensation Compensation Discussion and Analysis Executive Summary" beginning on page 35, demonstrates that our executive compensatio and is working to ensure management's interests are aligned with our stockholders' interests to support long-term value creation. Accordingly, we ask following resolution at the Annual Meeting:

> "RESOLVED, that Informatica's stockholders approve, on an advisory basis, the compensation of the named executive officers, a Statement for the 2014 Annual Meeting of Stockholders pursuant to the compensation disclosure rules of the SEC, including the C Analysis, the compensation tables and narrative discussion, and the other related disclosure."

The Board of Directors recommends a vote "FOR" this proposal.

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EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

This section discusses our executive compensation programs, policies and decisions relating to our chief executive officer, chief financial officer compensated executive officers (collectively referred to as our "named executive officers"). For 2013, our named executive officers were:

- Sohaib Abbasi, our chairman of the board, chief executive officer and president;
- Earl Fry, our chief financial officer, chief administration officer, executive vice president, global customer support and s
- Anil Chakravarthy, our executive vice president and chief product officer;
- Ivan Chong, our executive vice president and chief strategy officer;
- John McGee, our executive vice president, worldwide field operations; and
- Girish Pancha, our former executive vice president and chief product officer.

Executive Summary

Pay-for Performance. The principal objectives of our compensation programs are to attract and retain top-tier talent and to motivate and reward strong results for Informatica and its stockholders. A central goal of our executive compensation program is to pay for performance, in order to align with those of our stockholders. We believe our record over the past several years demonstrates that we have accomplished this goal. For example, we demonstrate the strong correlation between our revenue, net income and stock price growth and the compensation we paid to Mr. Abbasi over the last

CEO Pay-For-Performance: Revenue

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CEO Pay-For-Performance: Net Income

CEO Pay-For-Performance: Stock Price

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* CEO compensation is calculated on the same basis as in the 2013 Summary Compensation Table on page 53.

(1) Reflects non-equity incentive plan compensation.

(2) Reflects the aggregate grant date fair value of stock awards and option awards computed in accordance with FASB ASC Topic 718. For 20
fair value of approximately $0.6 million for performance-based restricted stock units that were not earned (and therefore were not eligible t

(3) Reflects the closing stock price on the last trading day of the fiscal year.

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2013 Financial Highlights. In 2013, we reported record annual revenues of approximately $948 million, an increase of 17% from 2012. The foll
results in terms of revenue, net income, diluted earnings per share and stock price relative to 2011 and 2012:

	2011	**2012**	**2013**
Revenue	$783.8 million	$811.6 million	$948.2 million
Net Income	$117.5 million	$93.2 million	$86.4 million
Diluted Earnings per Share	$1.05	$0.83	$0.78
Closing Stock Price (on last trading day)	$36.93	$30.32	$41.50

In addition to the results reflected in the table above, non-GAAP net income increased 9% from 2012 to 2013. Also, non-GAAP net income per
2012 to 2013.

Significant 2013 Compensation Decisions. We continually make refinements to our executive compensation program in order to achieve our con
ensure that they align with the interests of our stockholders. At our 2013 annual meeting of stockholders, we held an advisory vote on our 2012 execu
96% of the votes cast on the proposal were voted in support. We believe this result, as well as the positive results from prior-year advisory votes, vali
executive compensation. When planning for 2013, we also considered our 2012 financial performance and our total stockholder return. In order to mo
continually advance our long-term strategic priorities and build stockholder value, as well as to demonstrate our long-standing commitment to pay fo
compensation practices, we refined our executive compensation program for 2013 by:

- not increasing the base salary or target cash incentive award from 2012 levels for Mr. Abbasi;
- not increasing the base salaries of our other executive officers from 2012 levels and making only limited increases in th
certain of our other executive officers;
- establishing aggressive performance goal targets for the payment of cash incentive awards under our corporate bonus pl
the appropriate level of corporate performance;
- significantly altering the mix of equity awards granted to our executive officers in utilizing a blend of options and a mu
performance-based restricted stock units ("PSUs"); and
- focusing the objective of the 2013 equity awards on enhancing performance, by granting only equity awards (options a
performance-based component.

We believe the design of our executive compensation program, and the resulting compensation paid to our executive officers for 2013 (particula
adhere to our central goal to pay for performance.

Mix of Compensation Elements. Our executive compensation program continues to consist of three principal elements: base salary, short-term ca
equity-based incentive awards. Consistent with our pay for performance philosophy, a significant portion of our named executive officers' compensat
awards, particularly long-term equity-based incentive awards (options, restricted stock units ("RSUs") and PSUs). By using a significant equity-based
incentive for our executive officers to achieve long-term stockholder value. If our stock price declines or stays flat, our executive officers realize little
options. Therefore, we believe that options present a substantial incentive to maximize performance, and we utilize a mix of equity awards significant

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The chart below illustrates the overall mix of compensation components for our named executive officers in 2013:

2013 Executive Compensation Mix

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(1) Includes the value of option, RSU and PSU awards granted in 2013. Value is based on the aggregate grant date fair value computed in accor

2014 CEO Compensation Highlights. In planning for 2014 executive compensation, we considered our 2013 financial performance as well as tot stockholder return over a three-year period. As a result, we made certain refinements to our executive compensation program for 2014. Particularly w we demonstrated our continued commitment to ensuring that we emphasize pay for performance principles by:

- not increasing Mr. Abbasi's base salary from the 2013 level of $700,000;
- making a limited increase in Mr. Abbasi's target cash incentive award, from 105% of base salary in 2013 (or $735,000) $805,000) for 2014; and
- maintaining a performance-oriented mix of equity awards granted to Mr. Abbasi by utilizing a blend of options and PSU option for 91,000 shares and a target PSU award for 92,000 shares in 2014).

Comparison of CEO Target Compensation. The following table compares Mr. Abbasi's target compensation for 2013 and 2014, assuming achiev

	2013 Target ($) (1)	% of 2013 Total Target	2014 Target ($)	% of 2014 Total Target	% Change 2013 to 2014
Base Salary	700,000	13.1	700,000	11.5	
Cash Incentive Compensation	735,000	13.7	805,000	13.2	9.5
Value of Equity-Based Incentive Awards (2)					
Options	894,680	16.7	1,058,740	17.4	18.3
Time-Based RSUs					
Performance-Based RSUs	3,031,830	56.5	3,519,000	57.9	16.1
Total Target Compensation	5,361,510		6,082,740		13.5

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(1) Mr. Abbasi's actual compensation in 2013 was $5,174,085, as set forth in the 2013 Summary Compensation Table on page 53.

(2)

Reflects the aggregate grant date fair value computed in accordance with FASB ASC Topic 718.

In addition, the charts below illustrate the mix of Mr. Abbasi's target compensation components for 2013 and 2014:

2013 CEO Target Compensation Mix

2014 CEO Target Compensation Mix

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(1) Assumes achievement at 100% of target.

(2) Reflects the aggregate grant date fair value computed in accordance with FASB ASC Topic 718.

Positive Compensation Practices. We continually monitor trends and developments in compensation practices to enhance the effectiveness of ou corporate governance objectives. In addition to the decisions and highlights described above, we have adopted the following practices:

- all of our executive officers are employed "at will";
- our severance agreements with our executive officers (other than our chief executive officer) generally feature "double- the payment of severance benefits is triggered only upon certain terminations of employment following a change in con
- none of our severance agreements provide for potential tax "gross-up" payments;
- we maintain robust stock ownership guidelines for our executive officers and directors;
- our employees (including our executive officers) and directors are prohibited from margining our securities, short sellin derivative securities;

our equity incentive plan prohibits us from instituting any program to reprice or exchange equity awards for awards wit stockholder approval; and

we hold an annual stockholder advisory vote on executive compensation and often solicit feedback from our stockholde compensation philosophy and programs.

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Philosophy of Compensation Program

Our compensation program is grounded in the belief that employee performance and success will result in our economic growth, which will have value. Our executive officers are compensated under the same programs as other employees, although certain executive compensation elements are m overall performance as compared to achievement of individual objectives. Rewarding strong performance and contribution, regardless of seniority wi of our culture and core values.

A significant portion of the executive officers' compensation is directly tied to our performance, ensuring that executive compensation, our finan are properly aligned. We maintain a balance between short-term and long-term performance by rewarding executive officers both on the achievement objectives, as well as on the achievement of long-term growth, profitability and improvement in stockholder value.

We consider each of the following components as an integral part of the overall total compensation package:

- base salary;
- short-term cash incentive awards;
- long-term equity-based incentive awards;
- benefits under generally available programs; and
- severance arrangements.

The Compensation Committee considers each of the above items in determining the compensation package for each executive officer. Further de below.

Role of the Compensation Committee

Our Compensation Committee acts for the Board of Directors to oversee the design of, and to evaluate and approve, our compensation plans, pol Compensation Committee is empowered to review and approve, or when appropriate recommend for the approval by the independent members of the compensation for and compensation policies applicable to our executive officers, including our chief executive officer.

The Compensation Committee meets at least quarterly. Members of the Compensation Committee also meet with our management and other em compensation planning and administration process throughout the year. In January, the Compensation Committee typically reviews and approves for philosophy with respect to target compensation, equity award ranges for hiring and retention, bonus metrics and benefits, and also finalizes executive fiscal year.

The Compensation Committee consists of Ms. Chang, Dr. Held and Mr. Robel. Dr. Held is the chairman of the Compensation Committee. Each Committee is independent as that term is defined pursuant to the Compensation Committee's charter in terms of the independence requirements of Th non-employee director definition under Section 16 of the Exchange Act and the outside director definition in Section 162(m) of the Internal Revenue Compensation Committee member is a former or current officer or employee of Informatica or any of its subsidiaries. Members of the Compensation our Board of Directors.

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In carrying out its responsibilities, the Compensation Committee consults with Mr. Abbasi, our human resources personnel, and when appropriat compensation consultants or other members of management, to assist in the evaluation of and recommendations related to our compensation program Committee may, from time to time, consult with Mr. Abbasi, Mr. Fry or other members of management in connection with the planning or evaluation matters, the Compensation Committee is responsible for oversight and approval of our programs and the individual elements of those programs.

Role of Executive Officers in Compensation Decisions

The Compensation Committee meets with Mr. Abbasi to obtain recommendations regarding the compensation of our executive officers, particul cash incentive awards and equity incentive awards. The Compensation Committee considers, but is not bound to and does not always accept, Mr. Abb Compensation Committee may solicit input from Mr. Abbasi on his expectations regarding his own compensation, the Compensation Committee deli respect to his compensation without him present. Mr. Abbasi and other executive officers attend some of the Compensation Committee's meetings, bu when matters of executive compensation specific to them are discussed.

Role of the Independent Compensation Consultant

An independent compensation consultant is retained each year by the Compensation Committee to analyze and benchmark our executive officers base salary, variable pay and equity awards. Additionally, such consultant may be asked to review and benchmark the competitive structure of equity provisions on an as needed basis. The independent compensation consultant serves at the discretion of the Compensation Committee. The Compensat that representatives of the independent compensation consultant attend the Compensation Committee's meetings, as appropriate.

For 2013, Radford, an AonHewitt Company, provided independent compensation consulting services to the Compensation Committee with resp director compensation programs and policies and with respect to our equity compensation programs and policies for the broader employee base. Radf Compensation Committee in 2009 following a review of the compensation consultant relationship as part of their governance process and an evaluati Compensation Committee reviews, on an annual basis, the independence of Radford in accordance with the rules and regulations of the SEC.

Peer Companies

On an annual basis, the Compensation Committee asks Radford to develop a peer group of software and technology companies for further analy companies, Radford solicits input from the Compensation Committee, as well as from members of management, on the appropriate parameters for co selection into the peer group are set annually by the Compensation Committee. In selecting a peer group, we consider software and technology compa us for talent and have financial or other organizational metrics generally similar to ours. Accordingly, our peer group includes a blend of mid-size co serving the data integration market or adjacent markets, as well as other comparably sized software companies. The selection criteria for our peer grou revenue and revenue growth rates, market capitalization and number of employees. When the peer group is reviewed each year, companies may be re selection criteria or new companies may be added as necessary to ensure a significant sample size of companies.

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2013 Peer Companies. Our peer group for 2013 consisted of the following companies:

	2013 Peer Group	
Akamai Technologies, Inc.	NeuStar, Inc.	Quest Software, Inc.
Cadence Design Systems, Inc.	Nuance Communications, Inc.	Red Hat, Inc.
Concur Technologies, Inc.	Open Text Corporation	salesforce.com, inc.
JDA Software Group, Inc.	PTC Inc.	Synopsys, Inc.
MicroStrategy Incorporated	Pegasystems, Inc.	Tibco Software Inc.
NetSuite Inc.	Qlik Technologies Inc.	VeriSign, Inc.

For 2013, Ariba, Inc., Fair Isaac Corporation and Progress Software Corporation were removed from our 2013 peer group. Ariba was acquired, a failed to meet the criteria for revenue growth and market capitalization. In addition, Cadence Design Systems, Inc., Pegasystems, Inc., Qlik Technolog added.

Stockholder Advisory Vote on Executive Compensation

We hold an annual stockholder advisory vote on executive compensation (the "say-on-pay proposal"). Approximately 96% of the votes cast on th annual meeting were voted in favor of the proposal. In addition, approximately 96% of the votes cast on the say-on-pay proposal at the 2012 annual m proposal.

In establishing 2013 compensation, the Compensation Committee considered the results from 2012 annual meeting. The Compensation Committ our stockholders' support for our executive compensation decisions and policies, and as such, the Compensation Committee did not materially change compensation in response to the say-on-pay proposal. In addition, the results from the 2013 annual meeting were evaluated by the Compensation Con executive compensation, and similarly did not result in a material change to our executive compensation philosophy.

The Compensation Committee will continue to consider the results of future say-on-pay proposals when making executive compensation decisio refine our executive compensation program in order to achieve our principal compensation objectives and ensure alignment with our stockholders' int dialogue with some of our larger stockholders on corporate governance and compensation matters and often solicit their feedback on various aspects o particularly our equity compensation programs.

Target Compensation

We look at three elements of compensation (base salary, target total cash, and long-term incentives) as compared to our peer group. For 2013, we 55th percentile, target total cash (salary plus cash incentive awards) at the 65th percentile and long-term incentives at the 65th percentile within dilution targets to assist with attracting and retaining key employees and offering competitive compensation. The Compensation Committee also believes that long-term incentives (which includes equity-based incentive awards) furthers our pay-for-performance philosophy. We also use above-median targets internal operating plan, which is intentionally challenging and designed to require significant effort and skill by the company to achieve. By

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targeting above-median compensation, we ensure that if we achieve our internal goals and objectives for our business, our overall compensation will a

New Executive Officer Compensation

One of our named executive officers, Mr. Chakravarthy, joined us in 2013. In determining and negotiating Mr. Chakravarthy's compensation, the management reviewed and considered his qualifications and experience, his anticipated duties and responsibilities at Informatica, the overall compens incentivize Mr. Chakravarthy to join Informatica, and the compensation that Mr. Chakravarthy was receiving from his then-current employer. The Co management also consulted with Radford regarding the appropriate compensation for such duties and responsibilities relative to our peer group and o

Base Salary

Annual base salaries for our executive officers are determined primarily on the basis of the executive officer's level of responsibility, general sal the individual officer's specific qualifications and experience. Base salaries are reviewed annually by the Compensation Committee and any variances executive officer and those of the companies included in the benchmarks are reviewed. The Compensation Committee also reviews recommendations executive officer (other than himself). Salaries may be adjusted based on certain criteria including our recent financial performance, the executive off functions performed by the executive officer, the scope of the executive officer's on-going duties and any general changes in the compensation data fr determining any merit salary increase, the relative importance of each factor may vary from individual to individual.

2013 Base Salaries. In the fourth quarter of 2012 and the first quarter of 2013, the Compensation Committee reviewed data provided by Radford named executive officer's base salary against our selected peer group. In addition to reviewing the data provided by Radford, the Compensation Comm performance and the current position of base salaries within the percentile target. As a result, no increases were made to the base salaries for any of ou

For 2013, the base salaries of our named executive officers were as follows:

Named Executive Officer	2012 Base Salary ($)	2013 Base Salary ($)	% Change
Sohaib Abbasi	700,000	700,000	
Earl Fry	417,000	417,000	
Anil Chakravarthy (1)		410,000	
Ivan Chong (2)	335,000	335,000	
John McGee	400,000	400,000	
Girish Pancha (3)	390,000	390,000	

(1) Mr. Chakravarthy joined us in September 2013. Mr. Chakravarthy's base salary was negotiated in connection with his hiring.

(2) Mr. Chong's base salary was increased to $375,000 in November 2013 in connection with his assumption of the chief strategy officer role a

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(3)
Mr. Pancha was on a leave of absence from April 2013 to September 2013. He left Informatica in October 2013.

Short-Term Cash Incentive Awards

In addition to base salaries, we pay short-term cash incentive awards pursuant to our corporate bonus plan and individual variable compensation portion of each named executive officer's total cash compensation is tied to our performance, in order to focus each executive officer on the importanc bottom-line objectives. We refer to these cash incentive awards as a bonus.

Target Bonus. The target bonus for each named executive officer is determined using competitive market data provided by our independent com against a number of criteria including functional responsibilities and the scope of the executive officer's position and on-going duties, and is expresse Compensation Committee also reviews recommendations made by Mr. Abbasi for each executive officer (other than himself).

2013 Target Bonus. The Compensation Committee approved a 10% increase in the 2013 target bonus percentages for Mr. Fry and Mr. Pancha a percentage for Mr. Chong , in order to maintain their total cash compensation at the targeted 65th percentile, ensure internal parity among their peers a growth strategies and maximize stockholder value. No changes were made to the target bonus percentages for Mr. Abbasi and Mr. McGee for 2013.

For 2013, each named executive officer's target bonus was:

Named Executive Officer	2012 Target Bonus (as a % of Base Salary)	2013 Target Bonus (as a % of Base Salary)	2013 Target Bonus ($)
Sohaib Abbasi	105%	105%	735,000
Earl Fry	80%	90%	375,300
Anil Chakravarthy (1)		90%	123,000
Ivan Chong (2)	75%	80%	284,000
John McGee	90%	90%	360,000
Girish Pancha (3)	80%	90%	351,000

(1)
Mr. Chakravarthy joined us in September 2013. Mr. Chakravarthy's target bonus percentage was negotiated in connection with his hiring. T target bonus based on his start date.

(2)
Mr. Chong's 2013 target bonus ($) reflects the increase in his base salary in November 2013.

(3)
Mr. Pancha was on a leave of absence from April 2013 to September 2013. He left us in October 2013.

Corporate Bonus Plan. Our corporate bonus plan focuses on the achievement of key fiscal year business objectives around growth and profitabil in this bonus plan, including our executive officers, which directly rewards achievement against semi-annual performance goals. The performance go Compensation Committee in consultation with the Board of Directors, Mr. Abbasi and Mr. Fry. These performance goals are specifically tied to two k objectives: license bookings and non-GAAP operating income. For purposes of the corporate bonus plan, GAAP operating income is adjusted for cer income excludes charges and benefits related to the

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amortization of acquired technology and intangible assets, facilities restructuring and facility lease termination costs, building operating expense, acqu stock-based compensation expense.

The target levels of the performance goals are measured on a semi-annual basis. Bonuses are paid out after the second calendar quarter for perfor the year, and after the fourth calendar quarter for performance achieved in the second half of the year. The corporate bonus plan has a minimum payou achievement at 80% or less of the target level for that semi-annual period. In addition, it is possible to exceed the target level of achievement and rece amount payable at the target level, up to a maximum of 200% of the target bonus amount. The Compensation Committee reviews, approves and has d achievement levels and the bonus payments for all participants.

The target levels of the performance goals are derived from our internal operating plan for the fiscal year. Our annual operating plan sets forth ou the overall growth and development of Informatica, and therefore is intentionally challenging and designed to require significant effort and skill by th the likelihood of achieving the performance targets reflects the challenges inherent in achieving the goals and objectives in our internal operating plan under the corporate bonus plan from year-to-year based on the likelihood of achievement of the performance goals. In addition, we evaluate and adjus assessment of our peer group's financial targets for the current fiscal year.

The Compensation Committee considers the likelihood of achievement when approving the target levels and performance goals, including histor executive officers. Achievement of 120% of the performance goal target level would be required in order to achieve a maximum payout of 200% of th maximum level of achievement has never been attained. Achievement of a maximum bonus payout would require significant skill and effort on the pa high levels of corporate performance that the Compensation Committee believes are possible but unlikely to be achieved.

2013 Corporate Bonus Plan. For 2013, 50% of each employee's target bonus (including our named executive officers) was attributable to the per bookings and the remaining 50% to the performance goal related to non-GAAP operating income. Achievement of the target level of the performance aggressive growth and significant improvement from the prior fiscal year very high levels of both individual and corporate performance that we bel achieve. In addition, when we evaluated the target levels of the performance goals relative to the peer group for 2013, we believed that our non-GAAI consistent with the peer group's targets for the year but that our license booking target was aggressive in comparison.

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As a result, we maintained the payout levels with respect to the non-GAAP operating income performance goal and adjusted upward the payout l
bookings performance goal as compared to 2012:

Achievement Level per Performance Goal	2012 Payout Level of Target Bonus (1)	2013 Payout Level of Target Bonus (1) License Bookings	Non-GAAP Operating Income
Threshold (80% or less)	0%	0%	0%
85%	25%	40%	25%
90%	50%	80%	50%
95%	75%	100%	75%
Target (100%)	100%	120%	100%
105%	125%	140%	125%
110%	150%	160%	150%
115%	175%	180%	175%
Maximum (120%)	200%	200%	200%

(1) Payments are linear between payout levels.

2013 Bonuses. For 2013, the achievement (compared to our internal operating plan) and payout levels of the performance goals under the corpor
Compensation Committee were:

Performance Goal	First Half 2013 Achievement	First Half 2013 Payout	Second Half 2013 Achievement	Second Half 2013 Payout
Corporate Bonus Plan:				
License Bookings	88%	64%	89%	72%
Non-GAAP Operating Income	99%	95%	93%	65%

These results combined for a total payout level of 80% for the first half of 2013 and 69% for the second half of 2013, representing a 74.5% payo

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For fiscal 2013, the actual bonuses approved by the Compensation Committee were:

Named Executive Officer	Total First Half Award ($)	Total Second Half Award ($)	Total 2013 Award ($)	Total 2013 Award (as a % of Base Salary)	Total 2013 Award (as a % of Target Bonus)
Sohaib Abbasi	294,000	253,575	547,575	78.2	74.5
Earl Fry	150,120	129,479	279,599	67.1	74.5
Anil Chakravarthy (1)		98,400	98,400	24.0	80.0
Ivan Chong (2)	107,200	103,500	210,700	56.2	74.2
John McGee	144,000	124,200	268,200	67.1	74.5
Girish Pancha (3)	93,600		93,600	24.0	26.7

(1) Mr. Chakravarthy joined us in September 2013. In connection with his hiring, Mr. Chakravarthy was guaranteed a minimum bonus payout o as an incentive to join Informatica.

(2) Mr. Chong's total 2013 award as a percentage of base salary and target bonus reflects the increase in his base salary in November 2013.

(3) Mr. Pancha was on a leave of absence from April 2013 to September 2013. He left Informatica in October 2013.

Equity Incentive Awards

Informatica's equity incentive plans are a critical component of the compensation program. We believe awarding equity compensation incentiviz employees to focus on building stockholder value through meeting long-term financial and strategic goals. We grant stock options, RSUs and PSUs to employees under our equity incentive plan. We also sponsor an employee stock purchase plan ("ESPP"). All full time employees (except employees i restricted by local statute or regulations) are eligible to participate in our ESPP, which provides a fifteen percent (15%) discount on the purchase of sh may participate in this plan on the same terms as all other employees. Offering these equity alternatives are critical elements in attracting and retainin executive level talent, in the competitive technology labor market.

Equity Grant Process. At the start of each fiscal year, the Compensation Committee reviews our hiring and growth plans for the year ahead and a by human resources management. The Compensation Committee also approves equity guidelines for hiring and retention purposes for management to ahead. Equity grant ranges are set for each job function, level and position within Informatica for both new hire grants and annual refresh grants, and a Compensation Committee at the start of each fiscal year. Ranges are set to balance the need to use equity grants to provide significant attraction and re limit dilution of shareholder interests by working within our target dilution rate. We develop our target dilution rate each year by taking into account t stockholders, proxy advisory firm guidelines for our industry, peer group data, the impact on our financial metrics and our hiring and growth plans. Th guidelines for Mr. Abbasi, our human resources personnel, the Compensation Committee and the Board of Directors when hiring new executive offic Additionally, the Compensation Committee uses data provided by Radford to ensure that new hire and any refresh grants for executive officers are wi our peer group.

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Our equity incentive plan authorizes the Compensation Committee to grant awards to our executive officers and as such, the Compensation Com executive officers as well as approving refresh and promotional grants to existing executive officers. The principal factors considered in granting new executive officers are: (i) level of responsibility of the executive officer's position, (ii) total compensation profile, and (iii) the executive officer's abili and profitability. Additional factors considered when reviewing annual refresh grants include: (i) performance, (ii) the existing levels of stock owners particular executive officer holds, and associated retention value, among the executive officers relative to each other and to our employees as a whole (iv) peer group practices. The Compensation Committee also reviews recommendations made by Mr. Abbasi for each executive officer (other than hi

2013 Equity Awards and 2013 PSU Program. In the fourth quarter of 2012 and the first quarter of 2013, Radford provided the Compensation Co equity awards for each executive officer based on consideration of the factors detailed above and to align with the target percentile for long-term equi Compensation Committee also considered the retention value of the named executive officers' current equity awards, and discussed with Mr. Abbasi h executive officers (other than himself).

With respect to the mix of equity awards to be granted, the Compensation Committee decided to retain the PSU program for 2013. However, in c pay for performance and in light of our 2012 financial performance and our stock price performance, the Compensation Committee determined for 20 the use of PSUs and focus the objective of the 2013 equity awards on enhancing performance. As a result, in addition to the continued use of options, increased the proportion of PSUs awarded in comparison to 2012. The Compensation Committee opted not to award any time-based RSUs in 2013, o connection with his hiring.

In 2013, each named executive officer received the following equity awards:

Named Executive Officer	Grant Date	Options (#) (1)	RSUs (#) (2)	Target PSU Award (#)
Sohaib Abbasi	02/01/13	80,000		81,000
Earl Fry	02/01/13	77,000		23,000
Anil Chakravarthy (3)	11/01/13	175,000	75,000	
Ivan Chong	02/01/13	42,000		12,500
John McGee	02/01/13	66,000		20,000
Girish Pancha	02/01/13	66,000		20,000

(1) Except for Mr. Chakravarthy, options vest over a four-year period, at a rate of 1/48th per month. Mr. Chakravarthy's options vest over a four vesting on the first anniversary of the grant date and then at a rate of 1/48th per month thereafter.

(2) RSUs vest over a four-year period, at a rate of 25% on the each anniversary of the grant date.

(3) Mr. Chakravarthy joined us in September 2013 and was not eligible to participate in the 2013 PSU Program.

Under the PSU program, a target number of PSUs will be eligible to vest if applicable performance criteria are met during a specified performan PSUs which may be earned (and therefore be eligible to vest) depends upon the level of achievement with respect to the performance criteria specifie at the time of grant. If the target level of achievement is not met, no PSUs will be earned. At or above the minimum level of achievement, the actual n from 50%

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to 125% of the target PSU award. Once the actual number of PSUs earned has been determined, the PSUs will vest over a four-year period, at a rate o
the grant date.

The performance period for the 2013 target PSU awards was the 2013 fiscal year. 75% of the target PSU award was measured on the basis of ou
internal operating plan) for the performance period and 25% of the target PSU award was measured on the basis of non-GAAP operating income (co
plan) for the performance period. The Compensation Committee selected these performance goals to align with our key business objectives around g
increasing stockholder value. In addition, the thresholds for the percentage of target PSU awards earned were evaluated and adjusted based on an ass
targets and our targeted 65th percentile for long-term incentives.

Revenue Performance Goal:

Achievement Level	**% of Target PSU Award Earned (1)**
Below 94%	0%
94%	50%
96%	75%
98%	100%
100%	110%
102%	115%
At or above 105%	125%

Non-GAAP Operating Income Performance Goal:

Achievement Level	**% of Target PSU Award Earned (1)**
Below 60%	0%
60%	50%
90%	70%
93%	80%
95%	100%
100%	110%
102%	115%
At or above 105%	125%

(1) The actual number of PSUs earned is not linear between thresholds.

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In January 2014, the Compensation Committee approved the achievement level (compared to our internal operating plan) of the performance goa percentage of PSUs actually earned (and eligible to vest):

Performance Goal	2013 Achievement	2013% of Target PSUs Earned
PSU Program:		
Revenue	99%	100%
Non-GAAP Operating Income	95%	100%

As a result, each named executive officer earned the following PSU awards:

Named Executive Officer	2013 Actual PSUs Earned Revenue (#)	2013 Actual PSUs Earned Non-GAAP Operating Income (#)	Total 2013 Actual PSUs Earned (#)
Sohaib Abbasi	60,750	20,250	81,000
Earl Fry	17,250	5,750	23,000
Anil Chakravarthy (1)			
Ivan Chong	9,375	3,125	12,500
John McGee	15,000	5,000	20,000
Girish Pancha (2)			

(1) Mr. Chakravarthy joined us in September 2013 and was not eligible to participate in the 2013 PSU Program.

(2) Mr. Pancha forfeited his target PSU award when he left Informatica in October 2013.

Benefits

We have adopted certain general employee benefits plans in which executive officers also participate under the same terms as other employees. T geography to account for statutory requirements and local market practices. The primary benefit plans that are available to all U.S. employees who wo week include:

- flexible time off for vacation, care of a family member, or for a personal or family illness;
- medical, dental and vision coverage;
- disability insurance with the same relative coverage and payout levels regardless of seniority;
- basic life and accidental death & dismemberment insurance with the same relative coverage and payout levels regardles

401(k) savings plan with a matching contribution by us of up to $4,000; and

our ESPP.

We do not currently offer any non-qualified deferred compensation plans or supplemental retirement plans to our executive officers. Also, we do
arrangements or other similar benefits to our executives or employees, other than the 401(k) plan referenced above.

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In addition, we do not have a general program of perquisites that are available to our executive officers. However, to ensure that Mr. McGee wou expectations for his role and responsibilities when he joined us in July 2012, we agreed to cover the costs associated with his relocation to California, process of his Connecticut home, temporary housing, assistance with shipping of household goods and destination management services, as well as up from the sale of his Connecticut home and/or closing costs from the purchase of his California home. We paid relocation expenses of approximately $ tax reimbursement associated with such relocation expenses. Furthermore, Mr. McGee received a car allowance of $10,000 in 2013.

Severance Arrangements

We have entered into agreements with our named executive officers regarding severance arrangements. Such agreements are standard in our indu attract and retain the best talent for these executive officer positions. See "Potential Payments on Termination or Change of Control" below for a sumr conditions of these severance arrangements.

Stock Ownership Guidelines

To further align the interests of the executive officers and members of the Board of Directors with those of our stockholders, we have adopted st executive officers and directors. Directors and executive officers are expected to meet a minimum ownership level equal to:

chief executive officer 5x annual base salary;

other executive officers 3x annual base salary; and

directors 5x annual retainer.

Executive officers and directors will be expected to meet 50% of these ownership levels within three years from the date of their appointment as the Board of Directors, and 100% of these ownership levels within five years of such date. Minimum ownership levels are calculated annually based o or director's annual retainer in effect as of the end of the fiscal year and the closing price of our common stock on the last business day of the fiscal ye minimum ownership levels include all shares beneficially owned by the executive officer or director, including shares beneficially owned by the exec immediate family, but exclude unvested restricted stock, shares underlying unvested restricted stock units and shares underlying unexercised option g

Accounting and Tax Considerations

We generally consider tax and accounting implications in designing our compensation programs, and aim to keep the compensation expense asso reasonable levels. For example, in selecting equity based compensation elements, the Compensation Committee reviews the projected expense amoun with equity awards. In addition, Section 162(m) of the Internal Revenue Code of 1986, as amended, disallows a deduction by us for compensation exc executive officers, excluding, among other things, performance-based compensation. To maintain flexibility in compensating executive officers in a n corporate goals, we have not adopted a policy that all compensation must be deductible.

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Report of the Compensation Committee of the Board of Directors

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis with Informatica's management. Based o
Compensation Committee recommended to Informatica's Board of Directors that the Compensation Discussion and Analysis be included in this Prox

COMPENSATION COMMITTEE OF THE BOARD
DIRECTORS
Gerald Held (Chair)
Amy Chang
Charles J. Robel*

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* Mr. Robel was appointed to the Compensation Committee in October 2013. In 2013, Mr. Sullivan served on the Compensation Committee
served on the Compensation Committee from May 2013 to July 2013. Ms. Koplow-McAdams will join the Compensation Committee in Ap

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2013 Summary Compensation Table

The following table presents information concerning the compensation of the named executive officers for the fiscal year ended December 31, 2

Name and Principal Position	Year	Salary ($)	Bonus ($) (1)	Stock Awards ($) (2)	Option Awards ($) (2)	Non-Equity Incentive Plan Compensation ($)	All Other Compensation ($) (3)	Tota ($)
Sohaib Abbasi	2013	700,000		3,031,830	894,680	547,575		5,174
Chairman and	2012	700,000		1,453,980	2,671,300	102,900		4,928
Chief Executive Officer	2011	675,000		777,182	3,059,798	641,250		5,153
Earl Fry	2013	417,000		860,890	861,130	279,599	4,000	2,422
Chief Financial Officer,	2012	417,000		647,682	1,095,233	46,704	3,500	2,210
Chief Administration Officer, Executive Vice President, Global Customer Support and Services, and Secretary	2011	405,000		336,762	1,325,912	288,563	3,000	2,359
Anil Chakravarthy (4) *Executive Vice President and Chief Product Officer*	2013	133,513		2,858,250	2,063,530	98,400	2,562	5,156
Ivan Chong	2013	341,667		467,875	469,707	210,700	4,000	1,493
Executive Vice President	2012	335,000		480,254	587,686	35,175	3,500	1,441
and Chief Strategy Officer	2011	315,000		233,150	917,939	209,476	3,000	1,678
John McGee (5)	2013	400,000		748,600	738,111	268,200	177,495	2,332
Executive Vice President, Worldwide Field Operations	2012	175,641	125,000	1,464,000	1,705,953		60,197	3,530
Girish Pancha (6)	2013	170,000		748,600	738,111	93,600	4,000	1,754
Former Executive Vice	2012	390,000		647,682	1,095,233	43,680	3,500	2,180
President and Chief Product Officer	2011	360,000		284,956	1,121,926	239,400	3,000	2,009

(1) Reflects a discretionary bonus for Mr. McGee in 2012.

(2) Reflects the aggregate grant date fair value computed in accordance with FASB ASC Topic 718. The assumptions used in the valuation of t to our consolidated financial statements, which are included in our Annual Report on Form 10-K for the year ended December 31, 2013, fil 2014. These amounts do not necessarily correspond to the actual value that may be recognized by the named executive officer.

(3) Reflects 401(k) matching contributions by Informatica, and for Mr. McGee, (i) relocation expenses of $56,697 for 2012 and $82,765 for 20 expenses associated with his and his spouse's attendance at our annual sales achievement event of $5,606 for 2013, (iii) tax reimbursement f relocation of $75,124 in 2013, and (iv) a car allowance of $10,000 for 2013.

(4) Mr. Chakravarthy joined us in September 2013.

(5) Mr. McGee joined us in July 2012.

(6) Mr. Pancha was on a leave of absence from April 2013 to September 2013. He left Informatica in October 2013.

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2013 Grants of Plan-Based Awards Table

The following table presents information concerning each grant of an award made to a named executive officer in 2013 under any plan.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards ($) (1)		Estimated Future Payouts Under Equity Incentive Plan Awards (#) (2)		All Other Stock Awards: Number of Shares of Stocks or Units (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards ($)	Grant Da Fair Valu of Stock and Optio Awards ($) (3)
		Target	Maximum	Target	Maximum				
Sohaib Abbasi		735,000	1,470,000						
	02/01/13			81,000	101,250				3,031,83
	02/01/13						80,000	37.43	894,68
Earl Fry		375,300	750,600						
	02/01/13			23,000	28,750				860,89
	02/01/13						77,000	37.43	861,13
Anil Chakravarthy		123,000	246,000						
	11/01/13					75,000			2,858,25
	11/01/13						175,000		2,063,53
Ivan Chong		284,000	568,000						
	02/01/13			12,500	15,625				467,87
	02/01/13						42,000	37.43	469,70
John McGee		360,000	720,000						
	02/01/13			20,000	25,000				748,60
	02/01/13						66,000	37.43	738,11
Girish Pancha		351,000	702,000						
	02/01/13			20,000	25,000				748,60
	02/01/13						66,000	37.43	738,11

(1) Reflects target and maximum cash incentive award amounts for 2013 performance under our corporate bonus plan, as described in "Compe Short-Term Cash Incentive Awards." For Mr. Chakravarthy, reflects prorated amounts based on his start date. Mr. Chakravarthy joined us i with his hiring, Mr. Chakravarthy was guaranteed a minimum bonus payout of 80% of his pro-rated target bonus ($98,400). Mr. Chong's ta awards reflect the increase in his base salary in November 2013. Except for Mr. Chakravarthy, there is no threshold payout amount, as the plan is $0. The actual cash incentive award amounts paid for 2013 are reflected in the "Non-Equity Incentive Plan Compensation" column Compensation Table."

(2) Reflects target and maximum number of performance-based restricted stock units for 2013 performance granted under the 2009 Equity Ince "Compensation Discussion and Analysis Equity Incentive Awards." There is no threshold payout amount, as the minimum amount of per that may be earned is zero. For 2013, the actual number of performance-based restricted stock units that were earned were as follows:

Sohaib Abbasi	81,000
Earl Fry	23,000
Anil Chakravarthy	
Ivan Chong	12,500
John McGee	20,000
Girish Pancha	

(3)

Reflects the grant date fair value of each equity award computed in accordance with FASB ASC Topic 718. The assumptions used in the va
in the notes to our consolidated financial statements, which are included in our Annual Report on Form 10-K for the year ended December 3
February 21, 2014. These amounts do not necessarily correspond to the actual value that may be recognized by the named executive officer

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Outstanding Equity Awards at 2013 Fiscal Year-End

The following table presents information concerning unexercised options and stock that has not vested for each named executive officer outstand

		Option Awards				Stock Awards			
		Number of Securities Underlying Unexercised Options (#)							
Name	Grant Date (1)	Exercisable	Unexercisable	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($) (2)	Number of Unearned Shares or Units of Stock That Have Not Vested (#) (3)	Mar Val of Unear Share Unit Stock Have Vest ($) (
Sohaib Abbasi	07/19/04	1,339,104		5.69	07/19/14				
	02/01/07	179,885		12.64	02/01/14				
	02/01/08	400,000		18.54	02/01/15				
	02/01/10	287,500	12,500	24.38	02/01/17				
	02/01/11	159,375	65,625	46.63	02/01/18				
	02/01/12	91,666	108,334	44.06	02/01/19				
	02/01/13	16,666	63,334	37.43	02/01/20				
	02/01/10					8,333	345,820		
	02/01/11					8,333	345,820		
	02/01/12					15,000	622,500		
	02/01/13							81,000	3,36
Earl Fry	02/01/08	125,000		18.54	02/01/15				
	02/01/10	143,750	6,250	24.38	02/01/17				
	02/01/11	69,062	28,438	46.63	02/01/18				
	02/01/12	37,583	44,417	44.06	02/01/19				
	02/01/13	16,041	60,959	37.43	02/01/20				
	02/01/10					4,166	172,889		
	02/01/11					3,610	149,815		
	02/01/12					6,150	255,225		
	02/01/13							23,000	95
Anil Chakravarty	11/01/13		175,000	38.11	11/01/20				
	11/01/13					75,000	3,112,500		
Ivan Chong	05/01/07	26,000		14.95	05/01/14				
	02/01/08	50,000		18.54	02/01/15				
	02/01/10	71,875	3,125	24.38	02/01/17				
	02/01/11	47,812	19,688	46.63	02/01/18				
	02/01/12	20,166	23,834	44.06	02/01/19				
	02/01/13	8,750	33,250	37.43	02/01/20				
	02/01/10					2,083	86,445		
	02/01/11					2,500	103,750		
	02/01/12					3,300	136,950		
	02/01/13							12,500	51
John McGee	08/01/12	61,979	113,021	29.28	08/01/19				
	02/01/13	13,750	52,250	37.43	02/01/20				
	08/01/12					37,500	1,556,250		
	02/01/13							20,000	83
Girish Pancha	02/01/08	37,482		18.54	02/01/15				
	02/01/10	9,766		24.38	02/01/17				
	02/01/11	55,000		46.63	02/01/18				
	02/01/12	34,166		44.06	02/01/19				
	02/01/13	11,000		37.43	02/01/20				

(1)

Except for Mr. Chakravarthy's 2013 option awards and Mr. McGee's 2012 option awards, all option awards vest over a four-year period at a
Mr. Chakravarthy's 2013 option awards and Mr. McGee's 2012 option awards vest over a four-year period, at a rate of 25% on the first anni
a rate of 1/48th per month thereafter. Restricted stock unit awards vest over a four-year period, at a rate of 25% on the each anniversary of t
vesting commencement date for restricted stock unit awards is the grant date. Performance share units vest over a four-year period, at a rate
grant date.

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(2)
Market value of shares or units of stock that have not vested is computed by multiplying (i) $41.50, the closing price on the NASDAQ Glob stock on December 31, 2013, the last trading day of 2013, by (ii) the number of shares or units of stock.

(3)
Reflects target number of performance share units for 2013 performance granted under the 2009 Equity Incentive Plan, as described in "Cor Analysis Equity Incentive Awards."

2013 Option Exercises and Stock Vested Table

The following table presents information concerning the exercise of options and the vesting of stock awards during 2013 for each of the named e

	Option Awards		Stock Awards	
Name	**Number of Shares Acquired on Exercise (#)**	**Value Realized on Exercise ($) (1)**	**Number of Shares Acquired on Vesting (#)**	**Value Realized on Vesting ($) (2)**
Sohaib Abbasi	710,411	21,726,669	47,500	1,777,925
Earl Fry	260,000	5,808,384	18,023	674,601
Anil Chakravarthy				
Ivan Chong	25,000	532,910	9,433	353,077
John McGee			12,500	489,750
Girish Pancha	120,387	1,693,598	14,932	558,905

(1)
Reflects the difference between the market price of our common stock at the time of exercise on the exercise date and the exercise price of t

(2)
Reflects the market price of our common stock on the vesting date.

Potential Payments upon Termination or Change in Control

We have entered into agreements with our named executive officers regarding payments upon termination (with respect to our chief executive of (with respect to all of our named executive officers). Such agreements are standard within our industry and are necessary in order to attract the best ta

Employment Agreement with Sohaib Abbasi

We have entered into an employment agreement, as amended, with Mr. Abbasi. Mr. Abbasi's employment agreement provides that, if we termin without cause or he resigns for good reason, he will receive severance benefits including:

continued payment of his base salary for twelve months;

a lump-sum payment, paid at the time fiscal year bonuses are paid to other executive officers, equal to 100% of his then

reimbursement for benefits premiums for a maximum of twelve months (to cease once eligible for similar benefits from twelve months accelerated vesting for unvested equity awards.

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If Mr. Abbasi is terminated without cause or he resigns for good reason, and such termination occurs within the time period beginning on the dat
of control and ending on the date twelve months following a change of control, he will receive severance benefits including:

- continued payment of his base salary for eighteen months;
- a lump-sum payment, paid at the time fiscal year bonuses are paid to other executive officers, equal to 150% of his then
- reimbursement for benefits premiums for a maximum of eighteen months (to cease once eligible for similar benefits fro
- immediate vesting with respect to all unvested equity awards.

The severance payments, continued benefits, and accelerated vesting will be subject to Mr. Abbasi entering into and not subsequently revoking: (
release of claims in a form satisfactory to us and him; (2) a non-compete and non-solicitation agreement that would be in effect during the 18-month p
continuing salary from us; and (3) a non-disparagement agreement.

Executive Severance Agreements

In addition, we have entered into executive severance agreements with Mr. Fry, Mr. Chakravarthy, Mr. Chong and Mr. McGee. These executive
if we terminate such officer's employment without cause or he resigns for good reason, and such termination occurs within the time period beginning
change of control and ending on the date twelve months following a change of control, he will receive severance benefits including:

- continued payment of his base salary for a period of twelve months;
- a lump-sum payment equal to 100% of his annual on-target bonus, commissions or variable earnings, assuming perform
determination;
- reimbursement for benefits premiums for a maximum of twelve months (to cease once eligible for similar benefits from
- immediate vesting with respect to all unvested equity awards.

In addition, Mr. Chakravarthy's executive severance agreement provides that, if we terminate Mr. Chakravarthy's employment without cause or h
September 4, 2013 and September 4, 2014, he will receive severance benefits including:

- a lump-sum payment of his base salary for six months;
- a lump-sum payment equal to 50% of his annual on-target bonus, commissions or variable earnings, assuming performa
determination; and
- reimbursement for benefits premiums for a maximum of six months (to cease once eligible for similar benefits from anc

The severance payments, continued benefits, and accelerated vesting will be subject to the executive officer entering into and not subsequently re
and release of claims in a form satisfactory to us and the executive officer; (2) a non-compete and non-solicitation agreement that would be in effect d
the executive officer receives continuing salary from us; and (3) a non-disparagement agreement.

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Definitions of Cause and Good Reason

For purposes of Mr. Abbasi's employment agreement and the executive severance agreements, "cause" is generally defined as (i) an executive of connection with the performance of his responsibilities to us with the intention that such act results in an executive officer's substantial personal enric conviction of, or plea of nolo contendere to, a felony, (iii) an executive officer's willful failure to perform his duties or responsibilities, or (iv) an exec an executive officer's employee proprietary information and inventions agreement; provided that if any of the foregoing events is capable of being cur executive officer describing the nature of such event and the executive officer will thereafter have 30 days to cure such event.

In addition, "good reason" is generally defined as the occurrence of any of the following without an executive officer's express written consent: (reductions) of the executive's base salary or target bonus that singly or in the aggregate constitute a material reduction, other than a one-time reductio substantially all of our other senior executives, (ii) a reduction in an executive officer's base salary other than a one-time reduction of not more than 1 substantially all of our other executive officers, (iii) a material reduction in the aggregate level of benefits made available to the executive officer othe applied to substantially all of our other executive officers, or (iv) relocation of an executive officer's primary place of business for the performance of more than 35 miles from its prior location.

Estimated Payments Upon Termination or Change of Control

The following table provides information concerning the estimated payments and benefits that would be provided in the circumstances described executive officers. Payments and benefits are estimated assuming that the triggering event took place on the last business day of 2013 (December 31, common stock is the closing price on the NASDAQ Global Select Market as of that date ($41.50). There can be no assurance that a triggering event w results as those estimated below if such event occurs on any other date or at any other price, of if any other assumption used to estimate potential payr Due to the number of factors that affect the nature and amount of any potential payments or benefits, any actual payments and benefits may be differe

		Potential Payments Upon:			
		Termination Without Cause		Resignation for Good Reason	
Name	**Type of Benefit**	**Not Related to Change in Control ($)**	**Within 3 Months Before or 12 Month After a Change in Control ($)**	**Not Related to Change in Control ($)**	**Within 3 Months Before or 12 Month After a Change in Control ($)**
Sohaib Abbasi	Salary	700,000	1,050,000	700,000	1,050,000
	Value of Accelerated Options (1)	295,400	471,769	295,400	471,769
	Value of Accelerated RSUs (1)	726,250	1,314,139	726,250	1,314,139
	Value of Accelerated PSUs (1)	840,375	3,361,500	840,375	3,361,500
	Bonus	735,000	1,102,500	735,000	1,102,500
	Reimbursement of Health Insurance Premiums (2)	22,692	34,039	22,692	34,039
	Total Termination Benefits	3,319,717	7,333,947	3,319,717	7,333,947
Earl Fry	Salary		417,000		417,000
	Value of Accelerated Options (1)		355,103		355,103
	Value of Accelerated RSUs (1)		577,929		577,929
	Value of Accelerated PSUs (1)		954,500		954,500
	Bonus		375,300		375,300
	Reimbursement of Health Insurance Premiums (2)		22,692		22,692
	Total Termination Benefits		2,702,524		2,702,524

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		Potential Payments Upon:			
		Termination Without Cause		Resignation for Good Reason	
Name	Type of Benefit	Not Related to Change in Control ($)	Within 3 Months Before or 12 Month After a Change in Control ($)	Not Related to Change in Control ($)	Within 3 Months Before or 12 Month After a Change in Control ($)
Anil Chakravarthy	Salary	205,000	410,000	205,000	410,000
	Value of Accelerated Options (1)		593,250		593,250
	Value of Accelerated RSUs (1)		3,112,500		3,112,500
	Value of Accelerated PSUs (1)				
	Bonus	184,500	369,000	184,500	369,000
	Reimbursement of Health Insurance Premiums (2)	11,346	22,692	11,346	22,692
	Total Termination Benefits	400,846	4,507,442	400,846	4,507,442
Ivan Chong	Salary		375,000		375,000
	Value of Accelerated Options (1)		188,828		188,828
	Value of Accelerated RSUs (1)		327,145		327,145
	Value of Accelerated PSUs (1)		518,750		518,750
	Bonus		300,000		300,000
	Reimbursement of Health Insurance Premiums (2)		22,879		22,879
	Total Termination Benefits		1,732,602		1,732,602
John McGee	Salary		400,000		400,000
	Value of Accelerated Options (1)		1,593,774		1,593,774
	Value of Accelerated RSUs (1)		1,556,250		1,556,250
	Value of Accelerated PSUs (1)		830,000		830,000
	Bonus		360,000		360,000
	Reimbursement of Health Insurance Premiums (2)		22,692		22,692
	Total Termination Benefits		4,762,716		4,762,716
Girish Pancha (3)	Salary				
	Value of Accelerated Options (1)				
	Value of Accelerated RSUs (1)				
	Value of Accelerated PSUs (1)				
	Bonus				
	Reimbursement of Health Insurance Premiums (2)				
	Total Termination Benefits				

(1) Reflects the aggregate market value of unvested option grants, unvested restricted stock unit awards and unvested performance-based restric
option grants, aggregate market value is computed by multiplying (i) the number of shares underlying unvested options at December 31, 20
$41.50 and the exercise price of such option. Outstanding options that have an exercise price in excess of $41.50 are not included in the calc
stock unit awards, aggregate market value is computed by multiplying (i) the number of unvested shares at December 31, 2013 by (ii) $41.5

restricted stock unit awards, aggregate market value is computed by multiplying (i) the target number of unvested shares at December 31, 2

(2) Reflects the cost of COBRA coverage to maintain the benefits currently provided.

(3) Mr. Pancha left Informatica in October 2013.

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EQUITY COMPENSATION PLAN INFORMATION

The following table provides information as of December 31, 2013 with respect to the shares of Informatica's common stock that may be issued t compensation plans.

Plan Category	(a) Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	(b) Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	(c) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans(Excluding Securities Reflected in Column(a))
Equity compensation plans approved by stockholders (1)	11,866,558(2)	$ 29.05(3)	10,996,344(4)
Equity compensation plans not approved by stockholders			
Total	11,866,558(5)		10,996,344

(1)
Includes 12,295 shares available to be issued upon exercise of outstanding options with a weighted-average exercise price of $8.88 related t assumed in connection with previous acquisitions.

(2)
Includes, as of December 31, 2013:

1,792,562 shares that may be issued under restricted stock unit awards; and

a maximum of 649,900 shares subject to outstanding performance-based restricted stock unit awards eligible to be earne

(3)
Excludes, as of December 31, 2013:

1,792,562 shares that may be issued under restricted stock unit awards; and

a maximum of 649,900 shares subject to outstanding performance-based restricted stock unit awards eligible to be earne

(4)
Includes 6,172,544 shares available for issuance under our employee stock purchase plan.

(5)
As of February 28, 2014, under all of our equity compensation plans (excluding our employee stock purchase plan), there were:

9,490,150 shares subject to issuance upon exercise of outstanding options, at a weighted average exercise price of $30.6 remaining life of 4.06 years;

2,123,416 shares subject to outstanding restricted stock unit awards that remain subject to vesting;

a maximum of 637,462 shares subject to outstanding performance-based restricted stock unit awards eligible to be earne

2,803,187 shares available for grant under our 2009 Equity Incentive Plan.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

Informatica's Compensation Committee is currently composed of Ms. Chang, Dr. Held and Mr. Robel. No interlocking relationship exists betwe Compensation Committee and any member of the compensation committee of any other company, nor has any such interlocking relationship existed Compensation Committee is or was formerly an officer or an employee of Informatica.

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SECURITY OWNERSHIP BY PRINCIPAL STOCKHOLDERS AND MANAGEMENT

The following table sets forth certain information concerning the beneficial ownership of Informatica's common stock as of February 28, 2014 fo entity who is known by Informatica to own beneficially more than 5% of the outstanding shares of Informatica's common stock; (2) each of Informati executive officers named in the 2013 Summary Compensation Table; and (4) all directors and current executive officers of Informatica as a group.

Name	Common Stock Beneficially Owned (1)	Percentage Beneficially Owned (1) (2)
5% Stockholders:		
BlackRock, Inc. (3)	7,507,682	6.9%
Columbia Wanger Asset Management, LLC (4)	7,624,500	7.0%
Janus Capital Management LLC (5)	5,878,948	5.4%
The Vanguard Group, Inc. (6)	6,117,081	5.6%
Directors:		
Mark A. Bertelsen (7)	42,000	*
Amy Chang (8)	10,413	*
Mark Garrett (9)	42,667	*
Gerald Held (10)	42,667	*
Hilarie Koplow-McAdams		
Charles J. Robel (11)	50,920	*
A. Brooke Seawell (12)	46,000	*
Geoffrey W. Squire (13)	142,667	*
Named Executive Officers:		
Sohaib Abbasi (14)	2,668,309	2.4%
Earl E. Fry (15)	680,189	*
Anil Chakravarthy (16)	1,666	*
Ivan Chong (17)	268,616	*
John McGee (18)	111,860	*
Girish Pancha	80	*
All directors and current executive officers as a group (14 persons) (19)	4,165,988	3.7%

* Less than one percent.

(1) The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Exchange Act, and the inform beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any shares over which the individual or entity ha power and any shares of common stock that the individual has the right to acquire within 60 days of February 28, 2014 through the exercise Unless otherwise indicated in the footnotes, each person or entity has sole voting and investment power (or shares such powers with his or h shown as beneficially owned.

(2) The total number of shares of common stock outstanding as of February 28, 2014 was 109,331,732.

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(3) The address of BlackRock, Inc. is 40 East 52nd Street, New York, NY 10022. This information was obtained from a filing made with the SE Exchange Act on January 29, 2014.

(4) The address of Columbia Wanger Asset Management, LLC. is 227 West Monroe Street, Suite 3000, Chicago, IL 60606. This information w the SEC pursuant to Section 13(g) of the Exchange Act on February 6, 2014.

(5) The address of Janus Capital Management LLC is 151 Detroit Street, Denver, CO 80206. This information was obtained from a filing made Section 13(g) of the Exchange Act on February 14, 2014.

(6) The address of The Vanguard Group, Inc. is 100 Vanguard Blvd., Malvern, PA 19355. This information was obtained from a filing made w Section 13(g) of the Exchange Act on February 11, 2014.

(7) Includes 20,000 shares subject to options that vest within 60 days of February 28, 2014.

(8) Includes 8,746 shares subject to options that vest within 60 days of February 28, 2014.

(9) Includes 35,000 shares subject to options that vest within 60 days of February 28, 2014 and 6,000 shares of which he has elected to defer de

(10) Includes 35,000 shares subject to options that vest within 60 days of February 28, 2014 and 6,000 shares of which he has elected to defer de

(11) Includes 35,000 shares subject to options that vest within 60 days of February 28, 2014 and 3,000 shares of which he has elected to defer de

(12) Includes 35,000 shares subject to options that vest within 60 days of February 28, 2014.

(13) Includes 35,000 shares subject to options that vest within 60 days of February 28, 2014.

(14) Includes 2,129,502 shares subject to options that vest within 60 days of February 28, 2014.

(15) Includes 423,227 shares subject to options that vest within 60 days of February 28, 2014.

(16) Includes 1,666 shares subject to options that vest within 60 days of February 28, 2014.

(17) Includes 228,811 shares subject to options that vest within 60 days of February 28, 2014.

(18) Includes 98,353 shares subject to options that vest within 60 days of February 28, 2014.

(19) Includes 3,130,096 shares subject to options that vest within 60 days of February 28, 2014.

TRANSACTIONS WITH MANAGEMENT

Policies and Procedures for the Review and Approval of Related Person Transactions

In accordance with Informatica's Code of Business Conduct, directors, officers and employees should generally avoid conducting Informatica bu
associated in any significant role, or with other related parties. In addition, pursuant to the charter of Informatica's Audit Committee, the Audit Comm
advance any proposed related person transactions.

The Audit Committee has adopted a Related Person Transaction Policy to assist the Audit Committee with fulfilling this approval responsibility.
identification and evaluation of related person transactions, as well as guidelines for pre-approved transactions, transactions that may be approved by
the employment of immediate family members, and the evaluation criteria the Audit

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Committee uses in assessing a related person transaction brought before it for approval. These factors include, without limitation: the commercial reas whether the transaction was undertaken in the ordinary course of business; how the transaction was initiated and by whom; the purpose and potential l transaction to Informatica; the approximate dollar value of the transaction; the extent to which the related person has an interest in the transaction; the non-employees director's independence; actual or apparent conflicts of interest as a result of the transaction; and any other factors deemed relevant by Committee determines whether the related person has a material interest in the transaction and may then approve, ratify, rescind or take other action w discretion.

Related person transactions will be disclosed in the applicable SEC filing as required by the rules of the SEC. For purposes of these procedures, ' have the meanings contained in Item 404 of Regulation S-K promulgated by the SEC. The individuals and entities that are considered "related person

- directors, nominees for director and executive officers of Informatica;
- any person known to be the beneficial owner of five percent or more of Informatica's common stock (a "5% Stockholder"); and
- any immediate family member, as defined in Item 404(a) of Regulation S-K, of a director, nominee for director, executive officer

Related Person Transactions

There have been no reportable related person transactions since the beginning of 2013.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Exchange Act ("Section 16(a)") requires Informatica's executive officers and directors, and certain persons who own more th Informatica's equity securities ("10% Stockholders"), to file reports of ownership on Form 3 and changes in ownership on Forms 4 or 5 with the SEC. and 10% Stockholders are also required by SEC rules to furnish Informatica with copies of all Section 16(a) forms they file.

Based solely on its review of the copies of such reports furnished to Informatica and written representations that no other reports were required to that our executive officers, directors and 10% Stockholders have complied with all Section 16(a) filing requirements applicable to them.

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OTHER MATTERS

The Board of Directors does not know of any other matters to be presented at the Annual Meeting. If any additional matters are properly present persons named in the enclosed proxy card will have discretion to vote shares they represent in accordance with their own judgment on such matters.

It is important that your shares be represented at the Annual Meeting, regardless of the number of shares that you hold. You are, therefore, urged Internet as instructed on the enclosed proxy card or execute and return, at your earliest convenience, the enclosed proxy card in the envelope that has

THE BOARD OF DIRECTORS

Redwood City, California
April 10, 2014

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APPENDIX A

INFORMATICA CORPORATION
2009 EQUITY INCENTIVE PLAN

(Effective April 28, 2009)

(As amended effective May 23, 2014)

SECTION 1

BACKGROUND AND PURPOSE

1.1 *Background and Effective Date.* The Plan permits the grant of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Stock Units, Performance Units, and Performance Shares. This amended Plan is effective as of May 23, 2014 upon approval by an affirmative vote of Shares that are present or in person or by proxy and entitled to vote at the 2014 Annual Meeting of Stockholders of the Company.

1.2 *Purpose of the Plan.* The Plan is intended to attract, motivate, and retain (a) employees of the Company and its Affiliates, (b) consultants the Company and its Affiliates, and (c) directors of the Company who are employees of neither the Company nor any Affiliate. The Plan also is desig by Participants, thereby aligning their interests with those of the Company's shareholders and to permit the payment of compensation that qualifies as under Section 162(m) of the Code.

SECTION 2

DEFINITIONS

The following words and phrases shall have the following meanings unless a different meaning is plainly required by the context:

2.1 *"1934 Act"* means the Securities Exchange Act of 1934, as amended. Reference to a specific section of the 1934 Act or regulation thereu regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supp section or regulation.

2.2 *"Affiliate"* means any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlle the Company.

2.3 *"Award"* means, individually or collectively, a grant under the Plan of Options, SARs, Restricted Stock, Restricted Stock Units, Performa

2.4 *"Award Agreement"* means the written agreement setting forth the terms and conditions applicable to each Award granted under the Plan

2.5 *"Board"* or *"Board of Directors"* means the Board of Directors of the Company.

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2.6 "*Change of Control*" means the occurrence of any of the following events: (a) a change in the ownership of the Company which occurs o more than one person acting as a group, ("Person") acquires ownership of the stock of the Company that, together with the stock held by such Person, total voting power of the stock of the Company; provided, however, that for purposes of this subsection (a), the acquisition of additional stock by any own more than 50% of the total voting power of the stock of the Company shall not be considered a Change of Control; (b) a change in the effective c occurs on the date that a majority of the members of the Board are replaced during any twelve (12) month period by Directors whose appointment or e majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (b), if any Person is considered to ef acquisition of additional control of the Company by the same Person shall not be considered a Change of Control; or (c) a change in the ownership of Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the m or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of th immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (c), gross fair market value means the va the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. For purposes of this Section 2.6, per as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction Notwithstanding the foregoing, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event with Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service gu or may be promulgated thereunder from time to time.

2.7 "*Code*" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder shall any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing o regulation.

2.8 "*Committee*" means the committee appointed by the Board (pursuant to Section 3.1) to administer the Plan.

2.9 "*Company*" means Informatica Corporation, a Delaware corporation, or any successor thereto.

2.10 "*Consultant*" means any consultant, independent contractor, or other person who provides significant services to the Company or its Aff Employee nor a Director.

2.11 "*Determination Date*" means the latest possible date that will not jeopardize the qualification of an Award granted under the Plan as "pe under Section 162(m) of the Code.

2.12 "*Director*" means any individual who is a member of the Board of Directors of the Company.

2.13 "*Disability*" means a permanent disability in accordance with a policy or policies established by the Committee (in its discretion) from t

2.14 "*Employee*" means any employee of the Company or of an Affiliate, whether such employee is so employed at the time the Plan is adop subsequent to the adoption of the Plan.

2.15 "*Exchange Program*" means a program established by the Committee under which outstanding Awards are amended to provide for a lov cancelled in exchange for cash or

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Awards with a lower Exercise Price. Notwithstanding the preceding, the term Exchange Program does not include any (a) action described in Section disposition permitted under Section 12.6 or 12.7.

2.16 "*Exercise Price*" means the price at which a Share may be purchased by a Participant pursuant to the exercise of an Option.

2.17 "*Fair Market Value*" means the closing per share selling price for Shares on Nasdaq on the relevant date, or if there were no sales on su sales prices on the immediately following and preceding trading dates, in either case as reported by The Wall Street Journal or such other source selec Committee (or its delegate). Notwithstanding the preceding, for federal, state, and local income tax reporting purposes, fair market value shall be dete accordance with uniform and nondiscriminatory standards adopted by it from time to time.

2.18 "*Fiscal Quarter*" means a fiscal quarter of the Company.

2.19 "*Fiscal Year*" means the fiscal year of the Company.

2.20 "*Grant Date*" means, with respect to an Award, the date that the Award was granted. The Grant Date of an Award shall not be earlier th by the Committee.

2.21 "*Incentive Stock Option*" means an Option to purchase Shares that is designated as an Incentive Stock Option and is intended to meet th Code.

2.22 "*Non-employee Director*" means a Director who is an employee of neither the Company nor of any Affiliate.

2.23 "*Nonqualified Stock Option*" means an option to purchase Shares that is not intended to be an Incentive Stock Option.

2.24 "*Option*" means an Incentive Stock Option or a Nonqualified Stock Option.

2.25 "*Participant*" means an Employee, Consultant, or Non-employee Director who has an outstanding Award.

2.26 "*Performance Goals*" means the goal(s) (or combined goal(s)) determined by the Committee (in its discretion) to be applicable to a Part determined by the Committee, the Performance Goals applicable to an Award may provide for a targeted level or levels of achievement using one or r (a) Profit, (b) Revenue, and (c) Total Shareholder Return. The Performance Goals may differ from Participant to Participant and from Award to Awar measured, as applicable, (i) in absolute terms, (ii) in relative terms (including, but not limited to, passage of time and/or against another company or c (iv) against the performance of the Company as a whole or a business unit of the Company and/or (v) on a pre-tax or after-tax basis. Prior to the Deter determine whether any element(s) or item(s) shall be included in or excluded from the calculation of any Performance Goal with respect to any Partic

2.27 "*Performance Period*" means any Fiscal Quarter or such longer period as determined by the Committee in its sole discretion.

2.28 "*Performance Share*" means an Award granted to a Participant pursuant to Section 9.

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2.29 "*Performance Unit*" means an Award granted to a Participant pursuant to Section 8.

2.30 "*Period of Restriction*" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore substantial risk of forfeiture. As provided in Section 7, such restrictions may be based on the passage of time, the achievement of target levels of perfo events as determined by the Committee, in its discretion.

2.31 "*Plan*" means the Informatica Corporation 2009 Equity Incentive Plan, as set forth in this instrument and as hereafter amended from tim

2.32 "*Profit*" means as to any Performance Period, the Company's income, determined in accordance with generally accepted accounting prin

2.33 "*Restricted Stock*" means an Award granted to a Participant pursuant to Section 7.

2.34 "*Restricted Stock Unit*" or "*RSU*" means an Award granted to a Participant pursuant to Section 10.

2.35 "*Revenue*" means as to any Performance Period, the Company's net revenues generated from third parties, determined in accordance wit principles.

2.36 "*RSU Vesting Commencement Date*" means the first day of the second month of the quarter in which the RSU was granted to a Particip

2.37 "*Rule 16b-3*" means Rule 16b-3 promulgated under the 1934 Act, and any future regulation amending, supplementing or superseding su

2.38 "*Section 16 Person*" means a person who, with respect to the Shares, is subject to Section 16 of the 1934 Act.

2.39 "*Shares*" means the shares of common stock of the Company.

2.40 "*Stock Appreciation Right*" or "*SAR*" means an Award, granted alone or in connection with a related Option, that pursuant to Section 6 i

2.41 "*Subsidiary*" means any corporation in an unbroken chain of corporations beginning with the Company as the corporation at the top of t corporations below the Company (other than the last corporation in the unbroken chain) then owns stock possessing fifty percent (50%) or more of th classes of stock in one of the other corporations in such chain.

2.42 "*Tax Obligations*" means tax and social insurance liability obligations and requirements in connection with the Awards, including, with and local taxes (including the Participant's FICA obligation) that are required to be withheld by the Company or the employing Affiliate, (b) the Partic by the Company (or the employing Affiliate), the Company's (or the employing Affiliate's) fringe benefit tax liability, if any, associated with the gran (c) any other Company (or employing Affiliate) taxes the responsibility for which the Participant has agreed to bear with respect to such Award (or ex thereunder).

2.43 "*Termination of Service*" means (a) in the case of an Employee, a cessation of the employee-employer relationship between the Employ for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, Disability, retirement, or the disaffiliation of an termination where there is a simultaneous reemployment by the Company or

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an Affiliate; (b) in the case of a Consultant, a cessation of the service relationship between the Consultant and the Company or an Affiliate for any rea limitation, a termination by resignation, discharge, death, Disability, or the disaffiliation of an Affiliate, but excluding any such termination where the of the consultant by the Company or an Affiliate; and (c) in the case of a Non-employee Director, a cessation of the Director's service on the Board fo way of limitation, a termination by resignation, death, Disability, retirement or non-reelection to the Board.

2.44 *"Total Shareholder Return"* means as to any Performance Period, the total return (change in share price plus reinvestment of any divide

SECTION 3

ADMINISTRATION

3.1 *The Committee.* The Plan shall be administered by the Committee. The Committee shall consist of not less than two (2) Directors who sh by, and shall serve at the pleasure of, the Board of Directors. The Committee shall be comprised solely of Directors who are (a) "outside directors" un (b) "non-employee directors" under Rule 16b-3.

3.2 *Authority of the Committee.* It shall be the duty of the Committee to administer the Plan in accordance with the Plan's provisions. The Co discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (a) determine which Directors shall be granted Awards, (b) prescribe the terms and conditions of the Awards, (c) interpret the Plan and the Awards, (d) adopt such procedu appropriate to permit participation in the Plan by Employees, Consultants and Directors who are foreign nationals or employed outside of the United administration, interpretation and application of the Plan as are consistent therewith, (f) subject to the provisions of Section 4.5.5. of the Plan, accelera outstanding Awards, and (g) interpret, amend or revoke any such rules. Notwithstanding the preceding, the Committee shall not implement an Exchan the holders of a majority of the Shares that are present in person or by proxy and entitled to vote at any Annual or Special Meeting of Stockholders of

3.3 *Delegation by the Committee.* The Committee, in its sole discretion and on such terms and conditions as it may provide, may delegate al powers under the Plan to one or more Directors or officers of the Company. Notwithstanding the foregoing, with respect to Awards that are intended t compensation under Section 162(m) of the Code, the Committee may not delegate its authority and powers with respect to such Awards if such delega to so qualify.

3.4 *Decisions Binding.* All determinations and decisions made by the Committee, the Board, and any delegate of the Committee pursuant to final, conclusive, and binding on all persons, and shall be given the maximum deference permitted by law.

SECTION 4

SHARES SUBJECT TO THE PLAN

4.1 *Number of Shares.* Subject to adjustment as provided in Section 4.4, the total number of Shares available issuance under the Plan shall n hundred thousand (26,800,000). Shares granted under the Plan may be either authorized but unissued Shares or treasury Shares.

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4.2 *Full Value Awards.* Any Shares subject to all Awards except Options and SARs shall be counted against the numerical limits of Section hundredths (2.37) Shares for every one (1) Share subject thereto. Further, if Shares acquired pursuant to any Awards of Restricted Stock, Restricted S Performance Shares are forfeited or repurchased by the Company and would otherwise return to the Plan pursuant to Section 4.3, two and thirty sever of Shares so forfeited or repurchased shall return to the Plan and shall again become available for issuance. For Awards granted prior to May 26, 2011 except Options and SARs shall be counted against the numerical limits of Section 4.1 as one and fifty-two hundredths (1.52) Shares for every one (1) Awards granted prior to May 26, 2011, if Shares acquired pursuant to any Awards of Restricted Stock, Restricted Stock Units, Performance Units, and or repurchased by the Company and would otherwise return to the Plan pursuant to Section 4.3, one and fifty-two hundredths (1.52) times the number repurchased shall return to the Plan and shall again become available for issuance.

4.3 *Lapsed Awards.* If an Award is settled in cash, or is cancelled, terminates, expires, or lapses for any reason, any Shares subject to such A the subject of an Award. Shares that are used to pay the exercise or purchase price of an Award and/or to satisfy the tax withholding obligations relate available for future grant or sale under the Plan. Shares that have actually been issued under the Plan under any Award shall not be returned to the Pla future distribution under the Plan; provided, however, that if unvested Shares of Restricted Stock, Restricted Stock Units, Performance Shares or Perf forfeited to the Company, such Shares will become available for future grant under the Plan. To the extent an Award under the Plan is paid out in cash payment shall not reduce the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment provid number of Shares that may be issued upon the exercise of Incentive Stock Options shall equal the aggregate Share number stated in Section 4.1, plus, Section 422 of the Code, any Shares that become available for issuance under the Plan under this Section 4.3. The following shares shall not be availa tendered in payment of the exercise price of an option; and (ii) shares withheld by the Company or otherwise received by the Company to satisfy tax

4.4 *Adjustments in Awards and Authorized Shares.* In the event that any dividend or other distribution (whether in the form of cash, Shares, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shar Company, or other change in the corporate structure of the Company affecting the Shares such that an adjustment is determined by the Committee (in in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall equitable, adjust the number and class of Shares that may be delivered under the Plan, the number, class, and price of Shares (or other property or cash and the numerical limits of Sections 5.1, 6.1, 7.1, 8.1, 9.1, 10.1 and 11.1. Notwithstanding the preceding, the number of Shares subject to any Award a

4.5 *Change of Control.*

4.5.1 In the event of a Change of Control, each outstanding Award shall be treated as the Committee determines, including, without assumed or an equivalent option or right be substituted by the successor corporation or a parent or subsidiary of the successor corporation. The Comm Awards similarly in the transaction.

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4.5.2 In the event that the successor corporation does not assume or substitute for the Award, the Participant shall fully vest in and h her outstanding Options and SARs, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Award lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria shall be deemed achieved at 100% and conditions met. In addition, if an Option or SAR is not assumed or substituted in the event of a Change of Control, the Committee shall notify the electronically that the Option or SAR shall be exercisable for a period of time determined by the Committee in its sole discretion, and the Option or S expiration of such period. Each Award other than an Option and SAR shall terminate at the time determined by the Committee in its sole discretion (b lifting of all restrictions as described in this Section 4.5, and (b) full payment for the Award).

4.5.3 For the purposes of this Section 4.5, an Award shall be considered assumed if, following the Change of Control, the Award co receive, for each Share subject to the Award immediately prior to the Change of Control, the consideration (whether stock, cash, or other securities or Control by holders of the Shares held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consid majority of the outstanding Shares); provided, however, that if such consideration received in the Change of Control is not solely common stock of th the Committee may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or SAF Stock Unit, Restricted Stock, Performance Unit or Performance Share, for each Share subject to such Award, to be solely common stock of the succes fair market value to the per share consideration received by holders of Shares in the Change of Control.

4.5.4 Notwithstanding anything in this Section 4.5 to the contrary, an Award that vests, is earned or paid-out upon the satisfaction o will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, h performance goals only to reflect the successor corporation's post-Change of Control corporate structure shall not be deemed to invalidate an otherwis

4.5.5 Further, and notwithstanding anything in this Section 4.5 to the contrary, the provisions of this Section 4.5 only shall apply up of Control, and shall not apply to a proposed or potential Change of Control.

SECTION 5

STOCK OPTIONS

5.1 *Grant of Options.* Subject to the terms and provisions of the Plan, Options may be granted to Employees, Directors and Consultants at ar determined by the Committee in its sole discretion. The Committee, in its sole discretion, shall determine the number of Shares subject to each Option Year, no Participant who is an Employee or a Consultant shall be granted Options (and/or SARs) covering more than a total of one million (1,000,000 a Non-employee Director shall be granted Options (and/or SARs) covering more than one hundred thousand (100,000) Shares. Notwithstanding the fo which a Participant first becomes an Employee, he or she may be granted Options (and/or SARs) to purchase up to a total of an additional two million terms of Section 5, the Committee may grant Incentive Stock Options, Nonqualified Stock Options, or a combination thereof.

5.2 *Award Agreement.* Each Option shall be evidenced by an Award Agreement that shall specify the Exercise Price, the expiration date of t covered by the Option, any conditions to

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exercise the Option, and such other terms and conditions as the Committee, in its discretion, shall determine. The Award Agreement shall also specify be an Incentive Stock Option or a Nonqualified Stock Option.

5.3 *Exercise Price.* Subject to the provisions of this Section 5.3, the Exercise Price for each Option shall be determined by the Committee in

5.3.1 *Nonqualified Stock Options.* The Exercise Price of each Nonqualified Stock option shall be determined by the Committee in its discret hundred percent (100%) of the Fair Market Value of a Share on the Grant Date.

5.3.2 *Incentive Stock Options.* In the case of an Incentive Stock Option, the Exercise Price shall be not less than one hundred percent (100%) on the Grant Date; provided, however, that if on the Grant Date, the Employee (together with persons whose stock ownership is attributed to the Emp the Code) owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any of its shall be not less than one hundred and ten percent (110%) of the Fair Market Value of a Share on the Grant Date.

5.3.3 *Substitute Options.* Notwithstanding the provisions of Section 5.3.2, in the event that the Company or an Affiliate consummates a trans of the Code (e.g., the acquisition of property or stock from an unrelated corporation), persons who become Employees, Non-employee Directors or C transaction may be granted Options in substitution for options granted by their former employer. If such substitute Options are granted, the Committe consistent with Section 424(a) of the Code, may determine that such substitute Options shall have an exercise price less than one hundred percent (10 Shares on the Grant Date.

5.4 *Expiration of Options.*

5.4.1 *Expiration Dates.* Each Option shall terminate no later than the first to occur of the following events:

(a) The date for termination of the Option set forth in the written Award Agreement; or

(b) The expiration of seven (7) years from the Grant Date.

5.4.2 *Death or Disability of Participant.* Subject to Section 5.4.1, if a Participant dies or becomes disabled prior to the expiration o in its discretion, may provide that his or her Options shall be exercisable for up to one (1) year after the date of death.

5.4.3 *Committee Discretion.* Subject to the seven (7) year limit of Sections 5.4.1, the Committee, in its sole discretion, (a) shall pro when each Option expires and becomes unexercisable, and (b) may, after an Option is granted, extend the maximum term of the Option (subject to Se Stock Options).

5.5 *Exercisability of Options.* Options granted under the Plan shall be exercisable at such times and be subject to such restrictions and condit determine in its sole discretion. Subject to the provisions of Section 4.5.5 of the Plan, after an Option is granted, the Committee, in its sole discretion, the Option.

5.6 *Payment.* Options shall be exercised by the Participant giving notice and following such procedures as the Company (or its designee) ma
Exercise of an Option also requires that the Participant make arrangements satisfactory to the Company for full payment of the Exercise Price for the
given in the form and manner specified by the Company from time to time. The Exercise Price shall be payable to the Company in full in cash or its e
sole discretion, also may permit exercise (a) by tendering previously acquired Shares having an aggregate Fair Market Value at the time of exercise e
(b) by any other means which the Committee, in its sole discretion, determines to both provide legal consideration for the Shares, and to be consistent
soon as practicable after receipt of a notification of exercise satisfactory to the Company and full payment for the Shares purchased, the Company sha
Participant's designated broker), Share certificates (which may be in book entry form) representing such Shares.

5.7 *Restrictions on Share Transferability.* The Committee may impose such restrictions on any Shares acquired pursuant to the exercise of a
including, but not limited to, restrictions related to applicable federal securities laws, the requirements of any national securities exchange or system u
traded, or any blue sky or state securities laws.

5.8 *Certain Additional Provisions for Incentive Stock Options.*

5.8.1 *Exercisability.* The aggregate Fair Market Value (determined on the Grant Date(s)) of the Shares with respect to which Incen
for the first time by any Employee during any calendar year (under all plans of the Company and its Subsidiaries) shall not exceed $100,000.

5.8.2 *Termination of Service.* No Incentive Stock Option may be exercised more than three (3) months after the Participant's Termi
other than Disability or death, unless (a) the Participant dies during such three-month period, and/or (b) the Award Agreement or the Committee perm
Option instead may be deemed to be a Nonqualified Stock Option). No Incentive Stock Option may be exercised more than one (1) year after the Part
account of Disability, unless (a) the Participant dies during such one-year period, and/or (b) the Award Agreement or the Committee permit later exer
instead may be deemed to be a Nonqualified Stock Option).

5.8.3 *Employees Only.* Incentive Stock Options may be granted only to persons who are employees of the Company or a Subsidiar

5.8.4 *Expiration.* No Incentive Stock Option may be exercised after the expiration of ten (10) years from the Grant Date as require
provided, however, that if the Option is granted to an Employee who, together with persons whose stock ownership is attributed to the Employee purs
owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of the stock of the Company or any of its Subsid
exercised after the expiration of five (5) years from the Grant Date.

SECTION 6

STOCK APPRECIATION RIGHTS

6.1 *Grant of SARs.* Subject to the terms and conditions of the Plan, a SAR may be granted to Employees, Directors and Consultants at any ti
determined by the Committee, in its sole discretion.

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6.1.1 *Number of Shares.* The Committee shall have complete discretion to determine the number of SARs granted to any Participar Year, no Participant who is an Employee or a Consultant shall be granted SARs (and/or Options) covering more than a total of one million (1,000,000 a Non-employee Director shall be granted SARs (and/or Options) covering more than one hundred thousand (100,000) Shares. Notwithstanding the fo which a Participant first becomes an Employee, he or she may be granted SARs (and/or Options) covering up to a total of an additional two million (2

6.1.2 *Exercise Price and Other Terms.* The Committee, subject to the provisions of the Plan, shall have complete discretion to dete SARs granted under the Plan. The Exercise Price of each SAR shall be determined by the Committee in its discretion but shall not be less than one hu Market Value of a Share on the Grant Date.

6.2 *SAR Agreement.* Each SAR grant shall be evidenced by an Award Agreement that shall specify the exercise price, the term of the SAR, t other terms and conditions as the Committee, in its sole discretion, shall determine.

6.3 *Expiration of SARs.* An SAR granted under the Plan shall expire upon the date determined by the Committee, in its sole discretion, and s Notwithstanding the foregoing, the rules of Section 5.4 also shall apply to SARs.

6.4 *Payment of SAR Amount.* Upon exercise of an SAR, a Participant shall be entitled to receive payment from the Company in an amount d

(a) The Fair Market Value of a Share on the date of exercise (or, if so specified in the Award Agreement, on the date immediately p the exercise price; times

(b) The number of Shares with respect to which the SAR is exercised. At the discretion of the Committee, the payment upon SAR e equal value, or in some combination thereof.

SECTION 7

RESTRICTED STOCK

7.1 *Grant of Restricted Stock.* Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant S Employees, Directors and Consultants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine to each Participant, provided that during any Fiscal Year, no Participant who is an Employee or a Consultant shall receive more than a total of three h hundred thirty three (333,333) Shares of Restricted Stock (and/or Performance Shares or Restricted Stock Units), and no Participant who is a Non-em more than a total of fifty thousand (50,000) Shares of Restricted Stock (and/or Performance Shares or Restricted Stock Units). Notwithstanding the fo which a Participant first becomes an Employee, he or she may be granted up to a total of an additional six hundred sixty six thousand six hundred sixt Restricted Stock (and/or Performance Shares or Restricted Stock Units).

7.2 *Restricted Stock Agreement.* Each Award of Restricted Stock shall be evidenced by an Award Agreement that shall specify the Period of granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine. Unless the Committee determines otherwise,

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Shares of Restricted Stock shall be held by the Company as escrow agent until the restrictions on such Shares have lapsed.

7.3 *Transferability.* Except as provided in this Section 7, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or other
the end of the applicable Period of Restriction.

7.4 *Other Restrictions.* The Committee, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may dee
accordance with this Section 7.4.

7.4.1 *General Restrictions.* The Committee may set restrictions based upon continued employment or service with the Company ar
specific performance objectives (Company-wide, departmental, or individual), applicable federal or state securities laws, or any other basis determine

7.4.2 *Section 162(m) Performance Restrictions.* For purposes of qualifying grants of Restricted Stock as "performance-based comp
the Code, the Committee, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals shall be se
latest date permissible to enable the Restricted Stock to qualify as "performance-based compensation" under Section 162(m) of the Code. In granting
to qualify under Section 162(m) of the Code, the Committee shall follow any procedures determined by it from time to time to be necessary or approp
Restricted Stock under Section 162(m) of the Code (e.g., in determining the Performance Goals).

7.4.3 *Legend on Certificates.* The Committee, in its discretion, may legend the certificates representing Restricted Stock to give ap

7.5 *Removal of Restrictions.* Except as otherwise provided in this Section 7, Shares of Restricted Stock covered by each Restricted Stock gra
released from escrow as soon as practicable after the last day of the Period of Restriction. Subject to the provisions of Section 4.5.5. of the Plan, the C
accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Participant shall be entitled to have any l
Section 7.4.3 removed from his or her Share certificate, and the Shares shall be freely transferable by the Participant. The Committee (in its discretion
regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Comp

7.6 *Voting Rights.* During the Period of Restriction, Participants holding Shares of Restricted Stock granted hereunder may exercise full voti
Shares, unless the Committee determines otherwise.

7.7 *Dividends and Other Distributions.* During the Period of Restriction, Participants holding Shares of Restricted Stock shall be entitled to
distributions paid with respect to such Shares unless otherwise provided in the Award Agreement. Any such dividends or distribution shall be subject
transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid, unless otherwise provided in the Award Agree

7.8 *Return of Restricted Stock to Company.* On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have n
Company and again shall become available for grant under the Plan.

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SECTION 8

PERFORMANCE UNITS

8.1 *Grant of Performance Units.* Performance Units may be granted to Employees, Directors and Consultants at any time and from time to t
Committee, in its sole discretion. The Committee shall have complete discretion in determining the number of Performance Units granted to each Par
Fiscal Year, no Participant who is an Employee or a Consultant shall receive Performance Units having an initial value greater than three million doll
who is a Non-employee Director shall receive Performance Units having an initial value greater than five hundred thousand dollars ($500,000). Notw
Fiscal Year in which a Participant first becomes an Employee, he or she may be granted additional Performance Shares having an initial value of up t

8.2 *Value of Performance Units.* Each Performance Unit shall have an initial value that is established by the Committee on or before the Gra

8.3 *Performance Objectives and Other Terms.* The Committee, in its discretion, shall set performance objectives or other vesting criteria wh
which they are met, will determine the number or value of Performance Units that will be paid out to the Participants. Each Award of Performance Un
Agreement that shall specify the Performance Period, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

8.3.1 *General Performance Objectives or Vesting Criteria.* The Committee may set performance objectives or vesting criteria base
Company-wide, departmental, or individual goals, applicable federal or state securities laws, or any other basis determined by the Committee in its di
way of limitation, continuous service as an Employee, Director or Consultant).

8.3.2 *Section 162(m) Performance Objectives.* For purposes of qualifying grants of Performance Units as "performance-based com
the Code, the Committee, in its discretion, may determine that the performance objectives applicable to Performance Units shall be based on the achie
Performance Goals shall be set by the Committee on or before the latest date permissible to enable the Performance Units to qualify as "performance-
Section 162(m) of the Code. In granting Performance Units that are intended to qualify under Section 162(m) of the Code, the Committee shall follow
from time to time to be necessary or appropriate to ensure qualification of the Performance Units under Section 162(m) of the Code (e.g., in determin

8.4 *Earning of Performance Units.* After the applicable Performance Period has ended, the holder of Performance Units shall be entitled to r
Performance Units earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding per
achieved. Subject to the provisions of Section 4.5.5 of the Plan, after the grant of a Performance Unit, the Committee, in its sole discretion, may reduc
objectives for such Performance Unit.

8.5 *Form and Timing of Payment of Performance Units.* Payment of earned Performance Units shall be made as soon as practicable after the
Performance Period. The Committee, in its sole discretion, may pay earned Performance Units in the form of cash, in Shares (which have an aggregat
value of the earned Performance Units at the close of the applicable Performance Period) or in a combination thereof.

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8.6 *Cancellation of Performance Units.* On the date set forth in the Award Agreement, all unearned or unvested Performance Units shall be shall be available for grant under the Plan.

SECTION 9

PERFORMANCE SHARES

9.1 *Grant of Performance Shares.* Performance Shares may be granted to Employees, Directors and Consultants at any time and from time t Committee, in its sole discretion. The Committee shall have complete discretion in determining the number of Performance Shares granted to each Pa Fiscal Year, no Participant who is an Employee or a Consultant shall be granted more than a total of three hundred thirty three thousand three hundre Shares (and/or Shares of Restricted Stock or Restricted Stock Units), and no Participant who is a Non-employee Director shall be granted more than a Performance Shares (and/or Shares of Restricted Stock or Restricted Stock Units). Notwithstanding the foregoing, during the Fiscal Year in which a F Employee, he or she may be granted up to a total of an additional six hundred sixty six thousand six hundred sixty seven (666,667) Performance Share or Restricted Stock Units).

9.2 *Value of Performance Shares.* Each Performance Share shall have an initial value equal to the Fair Market Value of a Share on the Gran

9.3 *Performance Share Agreement.* Each Award of Performance Shares shall be evidenced by an Award Agreement that shall specify any ve Performance Shares granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

9.4 *Performance Objectives and Other Terms.* The Committee, in its discretion, shall set performance objectives or other vesting criteria wh which they are met, will determine the number or value of Performance Shares that will be paid out to the Participants. Each Award of Performance S Award Agreement that shall specify the Performance Period, and such other terms and conditions as the Committee, in its sole discretion, shall detern

9.4.1 *General Performance Objectives or Vesting Criteria.* The Committee may set performance objectives or vesting criteria base Company-wide, departmental, or individual goals, applicable federal or state securities laws, or any other basis determined by the Committee in its di way of limitation, continuous service as an Employee, Director or Consultant).

9.4.2 *Section 162(m) Performance Objectives.* For purposes of qualifying grants of Performance Shares as "performance-based co of the Code, the Committee, in its discretion, may determine that the performance objectives applicable to Performance Shares shall be based on the a The Performance Goals shall be set by the Committee on or before the latest date permissible to enable the Performance Shares to qualify as "perform Section 162(m) of the Code. In granting Performance Shares that are intended to qualify under Section 162(m) of the Code, the Committee shall follo from time to time to be necessary or appropriate to ensure qualification of the Performance Shares under Section 162(m) of the Code (e.g., in determi

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9.5 *Earning of Performance Shares.* After the applicable Performance Period has ended, the holder of Performance Shares shall be entitled t
Performance Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding p
achieved. Subject to the provisions of Section 4.5.5. of the Plan, after the grant of a Performance Share, the Committee, in its sole discretion, may red
objectives for such Performance Share.

9.6 *Form and Timing of Payment of Performance Shares.* Payment of vested Performance Shares shall be made as soon as practicable after
permitted under Section 12.1). The Committee, in its sole discretion, may pay Performance Shares in the form of cash, in Shares or in a combination t

9.7 *Cancellation of Performance Shares.* On the date set forth in the Award Agreement, all unvested Performance Shares shall be forfeited t
otherwise determined by the Committee, again shall be available for grant under the Plan.

SECTION 10

RESTRICTED STOCK UNITS

10.1 *Grant of RSUs.* Restricted Stock Units may be granted to Employees, Directors and Consultants at any time and from time to time, as s
Committee, in its sole discretion. The Committee shall have complete discretion in determining the number of Restricted Stock Units granted to each
Fiscal Year, no Participant who is an Employee or a Consultant shall be granted more than a total of three hundred thirty three thousand three hundre
Stock Units (and/or Shares of Restricted Stock or Performance Shares), and no Participant who is a Non-employee Director shall be granted more tha
Restricted Stock Units (and/or Shares of Restricted Stock or Performance Shares). Notwithstanding the foregoing, during the Fiscal Year in which a F
Employee, he or she may be granted up to a total of an additional six hundred sixty six thousand six hundred sixty seven (666,667) Restricted Stock U
Stock or Performance Shares).

10.2 *Value of RSUs.* Each Restricted Stock Unit shall have an initial value equal to the Fair Market Value of a Share on the Grant Date.

10.3 *RSU Agreement.* Each Award of Restricted Stock Units shall be evidenced by an Award Agreement that shall specify any vesting cond
Stock Units granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

10.4 *Earning of RSUs.* After the applicable vesting period has ended, the holder of Restricted Stock Units shall be entitled to receive a payou
Units earned by the Participant over the vesting period. Subject to the provisions of Section 4.5.5. of the Plan, after the grant of a Restricted Stock Un
discretion, may reduce or waive any vesting condition for such Restricted Stock Unit.

10.5 *Form and Timing of Payment of RSUs.* Payment of vested Restricted Stock Units shall be made as soon as practicable after vesting (sub
Section 12.1). The Committee, in its sole discretion, may pay Restricted Stock Units in the form of cash, in Shares or in a combination thereof.

10.6 *Cancellation of RSUs.* On the date set forth in the Award Agreement, all unvested Restricted Stock Units shall be forfeited to the Comp
determined by the Committee, again shall be available for grant under the Plan.

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10.7 *Section 162(m) Performance Restrictions.* For purposes of qualifying grants of Restricted Stock Units as "performance-based compens
Code, the Committee, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals shall be set by
latest date permissible to enable the Restricted Stock Units to qualify as "performance-based compensation" under Section 162(m) of the Code. In gra
are intended to qualify under Section 162(m) of the Code, the Committee shall follow any procedures determined by it from time to time to be necess
qualification of the Restricted Stock Units under Section 162(m) of the Code (e.g., in determining the Performance Goals).

SECTION 11

NON-EMPLOYEE DIRECTOR AWARDS

The provisions of this Section 11 are applicable only to Awards granted to Non-employee Directors.

11.1 *Granting of Awards.* Each Non-employee Director will be eligible for Awards under this Section 11 to the extent provided below.

11.1.1 *Initial Grants.* Each individual who first becomes a Non-employee Director on or after March 14, 2014, shall receive, as of
appointed or elected as a Non-employee Director, an Award of Options and/or an Award of Restricted Stock Units having a total value (as of the Gra
Committee, in its sole discretion, shall determine (no later than the Grant Date) the allocation between Options and/or RSUs. The value of an Option
shall be determined using the option valuation methodology and assumptions used by the Company (as of the Grant Date) in its financial statements.
RSUs under this Section 11.1.1, the value of the Award shall be determined by multiplying the number of Shares covered by the Award, times the Fa
Grant Date.

11.1.2 *Ongoing Grants.* Each Non-employee Director who both is a Non-employee Director on the date of an Annual Meeting of S
has served as a Non-employee Director for at least six (6) months prior to such Annual Meeting, automatically shall receive, as of the date of such An
Restricted Stock Units having a total value (as of the Grant Date) of $225,000. For purposes of valuing Awards of RSUs under this Section 11.1.2, th
determined by multiplying the number of Shares covered by the Award, times the Fair Market Value of a share on the Grant Date.

11.2 Terms of Awards.

11.2.1 *Agreement.* Each Award granted pursuant to this Section 11 shall be evidenced by a written Award Agreement between the

11.2.2 *Exercise Price.* The Exercise Price for the Shares subject to each Option granted pursuant to this Section 11 shall be one hu
Market Value of such Shares on the Grant Date.

11.2.3 *Exercisability and Vesting.*

(a) Each Option granted pursuant to Section 11.1.1 shall become exercisable as to thirty three percent (33%) of the Shares
Date, as to an additional two and seventy eight one-hundredths percent (2.78%) on each monthly thereafter until one hundred percent (100%) of the S

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(b) Each Award of Restricted Stock Units granted pursuant to Section 11.1.1 shall vest as to thirty three and one third perc Units on each of the first anniversary, second anniversary and third anniversary of the RSU Vesting Commencement Date, respectively.

(c) Each Option granted pursuant to Section 11.1.2 shall become exercisable as to one hundred percent (100%) of the Shar Grant Date.

(d) Each Award of Restricted Stock Units granted pursuant to Section 11.1.2 shall vest as to one hundred percent (100%) o day that immediately precedes the Annual Meeting of Stockholders that occurs in the year following the year of the Grant Date.

Notwithstanding the preceding, once a Participant ceases to be a Director, his or her Options which are not then exercisable shall never becom immediately forfeited and his or her unvested Restricted Stock Units shall be forfeited to the Company.

11.2.4 *Expiration of Options.* Each Option granted pursuant to this Section 11 shall terminate upon the first to occur of the followin

(a) The expiration of seven (7) years from the Grant Date; or

(b) The expiration of three (3) months from the date of the Participant's Termination of Service for any reason other than t

(c) The expiration of one (1) year from the date of the Participant's Termination of Service by reason of Disability or death

11.2.5 *Nonqualified Stock Options.* Options granted pursuant to this Section 11 shall be designated as Nonqualified Stock Options.

11.2.6 *Other Terms.* All provisions of the Plan not inconsistent with this Section 11 shall apply to Awards granted to Non-employe

11.3 *Committee Discretion.* The Committee, in its sole discretion, at any time may change the number, type, and other terms and conditions grants under this Section 11. The Committee (in its sole discretion) also may grant Awards to Non-employee Directors under the other provisions of t

SECTION 12

MISCELLANEOUS

12.1 *Deferrals.* The Committee, in its sole discretion, may permit a Participant to defer receipt of the payment of cash or the delivery of Sha such Participant under an Award. Any such deferral elections shall be subject to such rules and procedures as shall be determined by the Committee i

12.2 *No Effect on Employment or Service.* Nothing in the Plan shall interfere with or limit in any way the right of the Company or an Affilia employment or service at any time, with or without cause. For purposes of the Plan, transfer of employment of a Participant between the Company an between Affiliates) shall not be deemed a Termination of Service. Employment with the Company and its Affiliates is on an at-will basis only.

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12.3 *Participation.* No Employee, Director or Consultant shall have the right to be selected to receive an Award under this Plan, or, having b
receive a future Award.

12.4 *Indemnification.* Each person who is or shall have been a member of the Committee, or of the Board, shall be indemnified and held har
from (a) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any c
which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or any Award Agr
amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such clai
him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes
own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled
Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify them or hold the

12.5 *Successors.* All obligations of the Company under the Plan, with respect to Awards granted hereunder, shall be binding on any successo
existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business o

12.6 *Beneficiary Designations.* If permitted by the Committee, a Participant under the Plan may name a beneficiary or beneficiaries to whom
be paid in the event of the Participant's death. Each such designation shall revoke all prior designations by the Participant and shall be effective only i
acceptable to the Committee. In the absence of any such designation, any vested benefits remaining unpaid at the Participant's death shall be paid to th
the terms of the Plan and of the applicable Award Agreement, any unexercised vested Award may be exercised by the administrator or executor of the

12.7 *Limited Transferability of Awards.* No Award granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated
will, by the laws of descent and distribution, or to the limited extent provided in Section 12.6. All rights with respect to an Award granted to a Particip
her lifetime only to the Participant. Notwithstanding the foregoing, the Participant may, in a manner specified by the Committee, if the Committee (in
(a) transfer an Award to a Participant's spouse, former spouse or dependent pursuant to a court-approved domestic relations order which relates to the
payments or marital property rights, and (b) transfer an Award by bona fide gift and not for any consideration, to (i) a member or members of the Part
trust established for the exclusive benefit of the Participant and/or member(s) of the Participant's immediate family, (iii) a partnership, limited liability
only partners or members are the Participant and/or member(s) of the Participant's immediate family, or (iv) a foundation in which the Participant and
immediate family control the management of the foundation's assets. Any such transfer shall be made in accordance with such procedures as the Com
time.

12.8 *No Rights as Stockholder.* No Participant (nor any beneficiary) shall have any of the rights or privileges of a stockholder of the Compar
issuable pursuant to an Award (or exercise thereof), unless and until certificates representing such Shares shall have been issued, recorded on the reco
agents or registrars, and delivered to the Participant (or beneficiary).

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SECTION 13

AMENDMENT, TERMINATION, AND DURATION

13.1 *Amendment, Suspension, or Termination.* The Board, in its sole discretion, may amend, suspend or terminate the Plan, or any part there
The amendment, suspension, or termination of the Plan shall not, without the consent of the Participant, alter or impair any rights or obligations unde
such Participant. No Award may be granted during any period of suspension or after termination of the Plan.

13.2 *Duration of the Plan.* The Plan shall be effective as of April 28, 2009, and subject to Section 13.1 (regarding the Board's right to amen
in effect thereafter. However, without further stockholder approval, no Incentive Stock Option may be granted under the Plan after April 28, 2019.

SECTION 14

TAX WITHHOLDING

14.1 *Withholding Requirements.* Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company shall h
deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes (including the Parti
be withheld with respect to such Award (or exercise thereof).

14.2 *Withholding Arrangements.* The Committee, in its sole discretion and pursuant to such procedures as it may specify from time to time,
such Tax Obligations, in whole or in part by (a) electing to have the Company withhold otherwise deliverable Shares, or (b) delivering to the Compan
Fair Market Value equal to the amount required to be withheld or remitted. The amount of the Tax Obligations shall be deemed to include any amoun
be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax r
the Company, as applicable, with respect to the Award on the date that the amount of tax or social insurance liability to be withheld or remitted is to b
Value of the Shares to be withheld or delivered shall be determined as of the date that the Tax Obligations are required to be withheld.

SECTION 15

LEGAL CONSTRUCTION

15.1 *Gender and Number.* Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine;
and the singular shall include the plural.

15.2 *Severability.* In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not aff
and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

15.3 *Requirements of Law.* The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules, a
by any governmental agencies or national securities exchanges as may be required.

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15.4 *Securities Law Compliance.* With respect to Section 16 Persons, transactions under this Plan are intended to qualify for the exemption p
extent any provision of the Plan, Award Agreement or action by the Committee fails to so comply, it shall be deemed null and void, to the extent perm
or appropriate by the Committee.

15.5 *Code Section 409A.* Unless otherwise specifically determined by the Committee, the Committee shall comply with Code Section 409A
procedures applicable to deferrals in accordance with Section 12.1 and taking or permitting such other actions under the terms of the Plan that otherw
compensation subject to Code Section 409A.

15.6 *Governing Law.* The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the State of Ca
conflict of laws provisions).

15.7 *Captions.* Captions are provided herein for convenience only, and shall not serve as a basis for interpretation or construction of the Plan