

SOFTWARE SUPPORT TERMS AND CONDITIONS

THESE SOFTWARE SUPPORT TERMS AND CONDITIONS (these “**Terms and Conditions**”) apply to the **Methodics IPLM** and **VersIC** software products (the “**Software**”) sold and licensed by Perforce Software, Inc., on behalf of itself and its subsidiaries and affiliates (“**Perforce**”). These Terms and Conditions are subject to change at Perforce’s discretion; *provided however*, that material changes shall not take effect for supported Licensees of the Software (each a “**Licensee**”) until the renewal of the Licensee’s Software Support period. Licensees without current Software Support do not receive updates, upgrades, Releases (defined in [Section 1.6](#) below), or patches for the Software, Software downloads for reinstallation, telephone, e-mail, or web-based assistance, or any other support offered by Perforce.

1. DEFINITIONS

- 1.1. “**Authorized Technical Contact**” means the individuals identified by Licensee in writing for purposes of submitting Software Support requests, receiving notifications from Perforce, including, without limitation, notifications for reporting Issues and providing updates, and collaborating with Perforce to resolve Issues.
- 1.2. “**Critical Problem**” means an Issue where an entire group is either prevented from performing critical tasks in the Software, or the Software does not perform as specified in the Documentation. The following symptoms are examples of a Critical Problem: (i) the failure of the Software’s engine following a server upgrade; (ii) denial of access to the server where the Software resides; or (iii) the failure to recover the Software’s server data after a hardware failure or crash.
- 1.3. “**Documentation**” means the then-current printed and digital user manual(s), instructions, on- line help files, and technical documentation for the Software (including Releases) made available by Perforce, and any materials or deliverables that Perforce provides to Licensee as part of the licensing agreement, or in the course of providing the Software Support to the Licensee.
- 1.4. “**Issue**” means any failure, error, or problem in or with Software that causes or results in the Software not being Operational.
- 1.5. “**Operational**” means the Software, or any Perforce - supplied component thereof, is (i) functional and available to its intended end user in accordance with the Documentation, and (ii) not experiencing any end user impacting errors, defects or service-limiting issues.
- 1.6. “**Release**” means any version of the Software that is made commercially available by Perforce at or after the initial delivery of such Software, including any software provided for the purpose of improving the functions or performance of the Software, exposing the capability or ease of operations of the Software, or for the purpose of fixing errors in the program logic, together with any related Documentation. Releases shall not include new or separate products or Software that Perforce offers for an additional fee to its customers.
- 1.7. “**Response Time**” is measured from the time the initial notification was made by an Authorized Technical Contact to Perforce, according to the appropriate communication channel as set forth in Section 3 below, until Perforce responds to the Authorized Technical Contact.
- 1.8. “**Severity Level**” means the level of impact assigned to an Issue based on the classifications set forth in these Terms and Conditions, with Severity Level 1 or Blocker having the greatest impact on Licensee, and Severity Level 4 or Minor having the least.
- 1.9. “**Software Support**” means technical support and maintenance services for the Software, and any new releases to the Software for which a licensee is paying the Software Support fee, whether separately for perpetual licenses of the Software, or as included in the subscription license fee for the Software, as applicable.
- 1.10. “**Target Resolution Time**” means the time it takes Perforce to determine what the reported Issue is and, where applicable, file a bug report. Target Resolution Time is measured from the time when the initial notification was made by an Authorized Technical Contact to Perforce according to the appropriate communication channel as set forth in [Section 3](#) below until Perforce has assessed the reported Issue. For purposes of clarity, Target Resolution Time expressly excludes the time it takes Perforce to apply a functional resolution to the reported Issue, which may be providing a permanent solution, or a temporary workaround

that addresses a reported Issue. For the avoidance of doubt, there may not be a resolution for a reported Issue.

2. ISSUE REPORTING; RESPONSE AND RESOLUTION TIMES

2.1. All reports of possible Issues in the Software must be communicated to Perforce by Licensee’s Authorized Technical Contact(s) either by logging a support ticket with Methodics Support through the Community Portal, Web Form, Email (support-methodics@perforce.com), or by calling +1 (612) 217-8763.

2.2. **Initial Response and Target Resolution Times.** Perforce aims to address all reported Issues reported by Licensee in accordance with the Target Resolution Times set forth below and shall provide the Authorized Technical Contact with updates on the progress of the resolution (“**Updates**”) in accordance with the times set forth in the Updates column in the table below:

Severity Level	Initial Response Time*	Target Resolution Time*	Updates
1 Blocker	1 hour	8 hours	Periodically, as appropriate, or as requested
2 Critical	1 hour	24 hours	Periodically, as appropriate, or as requested
3 Major	<4 hours	2 business days	Daily or as requested
4 Minor	<1 business days	<10 business days	Daily or as requested
* Updates, Initial Response Times, and Target Resolution Times shall be during Perforce’s operations hours: Mon. to Fri. 8 a.m. to 5 p.m., US (ET), UK (BT) and APAC (AET).			

2.3. **Severity Levels.** All Issues will be categorized by Licensee or Perforce, as applicable, according to the Severity Level categories set forth below. In the event that Licensee and Perforce disagree with the classification of an Issue, such dispute will be resolved in accordance with a mutually agreed upon dispute resolution process.

2.3.1. “**Severity 1 - Blocker**” shall mean that the Software is not Operational and end users cannot access the Software, or the functionality is significantly decreased, or back up or other security of data can no longer be performed.

2.3.1.1. At this Severity Level, Methodics server is down or there is a major performance issue resulting in the Methodics server being unresponsive; and/or all or a clear majority of users are not able to access the system to reasonably perform their normal functions; and/or access to where the Methodics server resides is denied; and/or there is a hardware failure or crash on the server where Methodics server resides. Severity 1 Issues shall require continuous effort until functionality is restored either via an operational workaround or full resolution of the issue is achieved by Perforce.

2.3.2. “**Severity 2 - Critical**” shall mean that while the Software is Operational, (i) functional limitations or restrictions have materially impacted Licensee’s operations, (ii) non-essential functions were disabled in production, or (iii) essential non-production functions were disabled.

2.3.2.1. Critical loss of application functionality or performance, resulting in most users being unable to perform their normal functions, and/or the Methodics server is usable but severely limited.

2.3.3. “**Severity 3 -Major**” shall mean that the Software is Operational with functional limitations or restrictions that are not critical to the overall operation of the Software or do not materially impact Licensee’s operations.

2.3.3.1. Severity 3 Issues can also be a moderate loss of functionality or performance of the Software, which results in multiple users being impacted for normal operations, or a component or feature failure.

2.3.4. “**Severity 4 - Minor**” shall mean that the Software is Operational with problems or errors that have little impact to the overall operation of the Software.

2.3.4.1. Severity 4 Issues are problems or questions that do not affect product functionality, including but not limited to how-to's, documentation, and general questions regarding application commands and usage.

3. RELEASES AND PATCHES

3.1. Perforce will make each Release of the Software published during the term of Licensee’s Software Schedule available to Licensee for download on an ftp site provided to Licensee, or other location as agreed upon in writing by the parties. All such downloads must be initiated by Licensee. Perforce will provide Releases that implement corrections, and Perforce will provide reasonable assistance to Licensee in applying the Release in a way that can avoid diagnosed errors, malfunctions, and defects.

3.2. Perforce will provide patches for the latest server Releases and earlier server products, for two years after the Software’s initial availability.

3.3. Perforce will provide patches for the latest desktop and web apps and earlier desktop and web apps products, up to one year after Software’s initial availability.

4. CRITICAL CARE SERVICES FOR METHODICS

4.1. In consideration of an additional fee (the “**Critical Care Support Services Fee(s)**”) paid by Licensee, then, in addition to the Software Support Services provided above, if Licensee experiences a Critical Problem with Methodics IPLM or VersIC Software, then Perforce shall provide the Licensee with the following services (the “**Critical Care Support Services**”):

4.1.1. Perforce will provide Licensee with a telephone response from a technical support engineer within 60 minutes of reporting a Critical Problem to Perforce by telephone at Perforce's designated Critical Care telephone number, which is provided to Licensee upon receipt of the Critical Care Support Services Fee.

5. EXCLUSIONS FROM SOFTWARE SUPPORT SERVICES

5.1. Perforce has no obligation to: (a) provide Software Support Services where hardware, tools, or software other than those supplied by or approved by Perforce have been incorporated into the Software; (b) provide Software Support for Software damaged by, or caused by, Licensee; (c) import or export Licensee data, create or modify custom business rules or reports, or support custom modifications of the Software; or (d) provide Software Support Services for problems that cannot be reproduced in running the Software in a configuration meeting Perforce’s published specifications.

5.2. On-site consultation at Licensee’s location, if requested by Licensee, and subject to availability of Perforce’s technical staff, will be provided at Perforce’s then-current standard rates plus reasonable associated expenses.