

SOFTWARE LICENSE AGREEMENT HELIX ALM (JUNE 8, 2021)

PLEASE READ THE FOLLOWING LICENSE AGREEMENT BEFORE INSTALLING AND USING THIS SOFTWARE PROGRAM ASSOCIATED WITH THIS SOFTWARE LICENSE AGREEMENT.

CLICKING ON THE "ACCEPT" OR "YES" BUTTON IN RESPONSE TO THE ELECTRONIC SOFTWARE LICENSE AGREEMENT (THIS "LICENSE AGREEMENT") INQUIRY AS TO ACCEPTANCE OF THE TERMS OF THIS LICENSE AGREEMENT, INSTALLING OR DOWNLOADING THE SOFTWARE, INDICATES ACCEPTANCE OF AND AGREEMENT TO, AND LEGALLY BINDS, YOU, YOUR EMPLOYER (COLLECTIVELY THE "LICENSEE"), AND PERFORCE SOFTWARE, INC. ("PERFORCE") TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (INCLUDING ANY TERMS, CONDITIONS, AND RESTRICTIONS CONTAINED IN ANY ORDER RELATING TO THE SOFTWARE). IF THE LICENSEE DOES NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT THEN DO NOT DOWNLOAD, INSTALL, OR OTHERWISE USE THE SOFTWARE.

THE RIGHT TO USE THE SOFTWARE IS CONDITIONAL UPON ACCEPTANCE OF THIS LICENSE AGREEMENT, UNLESS THE LICENSEE HAS ENTERED INTO A WRITTEN AND DULY SIGNED LICENSE AGREEMENT WITH PERFORCE, IN WHICH CASE SUCH SIGNED LICENSE AGREEMENT WILL GOVERN THE LICENSEE'S USE OF THE SOFTWARE.

- 1. **Certain Defined Terms.** For purposes hereof, the terms provided below, when used anywhere in this License Agreement with initial capital letters, will have the respective meanings as set forth below:
- 1.1 "Affiliate" means any person, partnership, corporation, association, limited liability company, joint stock company, trust, joint venture, unincorporated organization, or a government entity that Licensee, directly or indirectly, controls, is controlled by, or is under common control with another party. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 "<u>Authorized User</u>" shall mean an employee or third party agent of Licensee who is assigned a user account to be able to access the Software licensed under this License Agreement. A non-human operated device will be counted as an Authorized User in addition to all individuals authorized to use the Software licensed under this License Agreement if such devices can access such Software.
- 1.3 "Software" means the machine-readable object code of the Perforce computer software program(s), and the then-current printed and digital user manual(s), instructions, on- line help files, and technical documentation for such computer software program(s) made available by Perforce (collectively, the "Documentation"), for which Licensee has paid the applicable license fees, and any modified or updated versions of any of the foregoing made available to Licensee pursuant to Licensee's purchase of either a time-based license or Software Support for a perpetual license, under the same terms and conditions. The Software does not include any third-party software products that may be embedded in or bundled with the Software, which such products are separately licensed by the copyright holder.
- 1.4 "<u>Software Support</u>" means technical support and maintenance services for the Software licensed under this License Agreement as described in Perforce's then-current Software Support policy available on Perforce's website, and any new releases to the Software for which Licensee is paying the Software Support fee.

2. Grant of License; Restrictions.

2.1 <u>Grant of License</u>. In consideration of Licensee's payment of the license fee, and subject to the terms and conditions of this License Agreement, Perforce grants to Licensee a limited, non-sub licensable, non-exclusive, non-transferable, fully-paid (upon payment of the applicable fees), time-based or perpetual (as is indicated in the ordering document or invoice) license for Licensee's Authorized Users to: (a) install and use the Software ordered by Licensee in accordance with the Documentation for Licensee's own direct internal business purposes, and subject to any limitation on use specified in this License Agreement; (b) install and use the Documentation solely in conjunction with and in support of Licensee's licensed use of the Software; and (c) make the number of exact copies of the Software as required for archival and back-up purposes, and a

reasonable number of copies of the Documentation to support the licensed number of users, provided that each copy of the Software and the Documentation retains all copyright and other proprietary notices included in the original copy provided by Perforce to the Licensee. Perforce hereby reserves all rights in and to the Software that are not specifically granted by this License Agreement.

- Restrictions on License Grant. Except as expressly provided in Section 2.1 above, Licensee will not, either directly or indirectly, cause, instruct, direct, or permit any other party to: (a) reverse engineer, translate, disassemble, decompile, sell, rent, lease, manufacture, adapt, create derivative works from, or otherwise modify or distribute the Software or the Documentation, or any part thereof; (b) attempt to discover the source code of the Software, nor permit any third party to do so; (c) copy, in whole or in part, the Software or the Documentation; (d) delete any copyright, trademark, patent or other notices of proprietary rights of Perforce or other parties as they appear anywhere in or on the Software or Documentation; or (e) tamper with, or attempt to tamper with, or circumvent or disable, or attempt to circumvent or disable, any license key or other limiting function delivered with the Software, or otherwise attempt to gain access to functionality or capacity that is not validly licensed by Licensee. Licensee will not remove or otherwise alter any proprietary notices or labels from the Software, Documentation, or any portion thereof.
- 2.3 <u>Restrictions on License Use</u>. All Software licensed under the terms of this License Agreement will be licensed under one of the following licensing subtypes.
 - (a) <u>Named License</u>. In the case of named licenses for the Software (each a "<u>Named License</u>"), each Authorized User of Licensee will be assigned a unique and fixed user account to consume one license to use the Software licensed under this License Agreement on a single server, or on multiple servers, regardless of whether such individual is actively using the Software at any given time. A separate Named License is required for each Authorized User and may not be shared. A Named License assigned to an Authorized User for the Software may not be reassigned other than for the permanent transfer of the Named License to another Authorized User if the current Authorized User is no longer authorized to have access to the Software.
 - (b) Floating License. In the case of floating licenses for the Software (each a "Floating License"), one license can be activated for the number of Authorized Users as set forth in an ordering document or license certificate. If nothing is stated in an ordering document or license certificate, then each Floating License will permit up to five (5) Authorized Users to access the Software under the same license. The number of Authorized Users simultaneously having access to the Software may not exceed, at any one time, the pool of Floating Licenses licensed by Licensee. One of Licensee's computing devices shall be designated as the "license server" where the license to the Software is installed, and all of Licensee's other computing devices will require access to the license server to run the Software. All Floating Licenses require a thirty (30) minute waiting period after one Authorized User has logged off of the Software program before another Authorized User may access the Software under that license.
- 2.4 <u>Third Party Agents</u>. Licensee will be fully responsible for the compliance with the terms and conditions of this License Agreement by third parties who are delivering services to Licensee pursuant to a written contract with Licensee, and any breach of this License Agreement by a third-party agent will be deemed to be a breach by Licensee.
- 2.5 <u>Compliance with Laws; Export Control.</u> Licensee agrees to comply fully with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards relating to any export controls and economic sanctions laws of the United States or abroad. Accordingly, any use, transshipment, or diversion of the Software contrary to applicable export control laws or sanctions laws is prohibited.
- 2.6 Federal Government End Use Provisions. Perforce may provide the Software for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this License Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and the Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Perforce to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights.
- 2.7 <u>Verification</u>. Upon providing Licensee with ten (10) days' advance written notice, Perforce may review Licensee's use of the Software to verify Licensee's compliance with the terms of this License Agreement. Any such verification process will be: (a) restricted in scope, documentation, manner, and duration to that which is reasonably necessary to achieve its purpose; and (b) conducted during regular business hours at Licensee's facilities if a remote verification process is not

possible. Perforce will not unreasonably interfere with Licensee's business activities during such verification process. Licensee will be liable for promptly remedying any underpayments revealed during the audit at the then-current price per Authorized User.

Confidentiality. Each party to this License Agreement agrees to keep confidential and to use only for purposes of performing its obligations under this License Agreement, any proprietary or confidential information of the other party disclosed pursuant to this License Agreement that is marked as confidential, is identified at the time of disclosure as confidential, or that would reasonably be considered confidential or proprietary in nature. The obligation of confidentiality shall not apply to information that is publicly available through authorized disclosure, or information that is required to be disclosed by law, government order, or request to be disclosed (provided that the receiving party shall give reasonable advance written notice to the other party prior to such disclosure and an opportunity, at the objecting party's expense, to take legal steps to resist or narrow such request). Licensee acknowledges and agrees that the Software shall be deemed as Perforce's confidential information. Each party's obligations of nondisclosure with regard to proprietary or confidential information are effective as of the date such proprietary or confidential information is first disclosed to the receiving party and will expire five (5) years thereafter; provided, however, with respect to any proprietary or confidential information that constitutes a trade secret (as determined under applicable laws), such obligations of nondisclosure will survive the termination or expiration of this License Agreement for as long as such proprietary or confidential information remains subject to trade secret protection under applicable laws.

3. Limited Warranties and Disclaimers.

- 3.1 <u>Limited Warranty</u>. Perforce warrants that for a period of thirty (30) days after the receipt of the latest release of Software, the Software will perform substantially in accordance with its Documentation. Perforce does not warrant, however, that Licensee's use of the Software will be uninterrupted, that the operation of the Software will be error-free, that the Software will meet Licensee's requirements or that all errors will be corrected. If, during the warranty period, as defined above, the Software fails to perform in accordance with the warranty, Perforce shall use reasonable commercial efforts to correct the failure of the Software to perform in accordance with this warranty.
- 3.2 <u>Warranty Not Applicable</u>. The above limited warranty will not apply to: (i) any defects caused by the combination, operation, or use of the Software with software, hardware, or other materials not provided by Perforce; (ii) the Software being modified by any party other than Perforce; and (iii) any use of the Software that does not conform to Perforce's requirements as set forth in the documentation.
- 3.3 <u>DISCLAIMER OF WARRANTIES.</u> EXCEPT AS EXPRESSLY SET FORTH IN <u>SECTION 3.1</u>, THE SOFTWARE IS PROVIDED "AS IS," AND PERFORCE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND PERFORCE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATING TO THE SOFTWARE, OR OTHER SUBJECT MATTER OF THIS LICENSE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PERFORCE DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE. TO THE EXTENT THAT PERFORCE IS NOT PERMITTED BY APPLICABLE LAW TO DISCLAIM ANY WARRANTY PROVIDED HEREIN, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM REQUIRED UNDER SUCH LAW.
- 3.4 <u>Licensee Back-Ups.</u> Licensee is responsible for backing up all data or reports produced by the Software, and for providing an operating environment for the Software as specified in the Documentation.

4. Intellectual Property Ownership; Intellectual Property Infringement.

4.1 <u>Intellectual Property</u>. Licensee acknowledges and agrees that it obtains no ownership rights in the Software, Documentation, or the Software Support under the terms of this License Agreement, and that Perforce has and retains all right, title, interest, and ownership, including all intellectual property rights, in and to the Software, Documentation, and Software Support, and in any copies, improvements, enhancements, or updates of the Software and the Documentation, whether made by Licensee or Perforce. As between Perforce and Licensee, Perforce owns all rights, title, interest, ownership, and proprietary rights in and to the Software, Documentation, and all related intellectual property therein. Perforce's rights include, but are not limited to, all copies of the Software, Documentation, and any patent rights (including but not limited to patent applications and disclosures), copyrights, trademark rights, trade secret rights, and any other intellectual property right recognized in any

country or jurisdiction in the world. The Software is protected by United States laws, laws of other nations, and international treaty provisions. The Software, any license keys to the Software, and the Documentation constitute and embody valuable confidential information and trade secret information of Perforce, and Licensee will secure and protect such confidential information and trade secret information consistent with Perforce's rights therein and will not disclose such confidential information and trade secret information to any third party.

- 4.2 <u>Claim of Intellectual Property Infringement.</u> Notwithstanding any other provision of this License Agreement, Perforce will defend, or settle at its own expense, any action brought against Licensee to the extent that it is based on a claim that any Software supplied by Perforce hereunder infringes any third party intellectual property right (an "<u>Infringement Claim</u>"), and indemnify Licensee and its officers, directors, shareholders, employees, accountants, attorneys, and third party agents, against fines, penalties, costs, damages and expenses (including reasonable legal fees) finally awarded against Licensee by a court of competent jurisdiction, or agreed to in a written settlement agreement by Perforce, arising out of such Infringement Claim. Perforce's obligation to indemnify Licensee pursuant to this <u>Section 4.2</u> is subject to the following conditions: (a) Licensee must give Perforce prompt written notice of any Infringement Claim; (b) Licensee must provide, at Perforce's expense, reasonable information and assistance in connection with the defense and settlement of such Infringement Claim; (c) Licensee agrees in writing with Perforce that Perforce has sole control of the settlement or defense of such Infringement Claim; and (d) has not compromised or settled such Infringement Claim without Perforce's prior written approval.
- 4.3 Notwithstanding the foregoing, Perforce will have no obligation under Section 4.2 or otherwise with respect to any infringement claim based upon: (i) any use of the Software not in accordance with this License Agreement or the Documentation; (ii) any use of the Software in combination with other products, equipment, software, or data not supplied by Perforce where the combination gives rise to the claim; (iii) use of the Software in conjunction with Licensee data where use with such data gives rise to the claim; (iv) Licensee's failure to use updated or modified versions of the Software provided to Licensee by Perforce in order to avoid potential claims; (v) Software licensed for no fee, including trial, evaluation, or beta Software; or (vi) any modification of the Software by any party other than Perforce, or an authorized third party agent of Perforce. If a temporary or permanent injunction is obtained against the use of any part of the Software for the reason that it infringes any third party's intellectual property rights, Perforce will, at its option and expense, either (a) procure for Licensee the right to continue to use the Software, (b) modify the Software so that it becomes non-infringing but remains in substantial compliance with the Documentation, or (c) terminate Licensee's license to the affected Software and refund to Licensee the Software Support fees, or the Subscription Fees, as applicable, paid for the remaining portion of the term of the affected license(s). THE PROVISIONS OF THIS SECTION 4 STATE THE EXCLUSIVE LIABILITY OF PERFORCE, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.
- Limitation of Liability. THE CUMULATIVE LIABILITY OF PERFORCE TO LICENSEE FOR ALL CLAIMS RELATING TO THE LICENSED SOFTWARE AND THIS LICENSE AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID IN TO PERFORCE HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS LICENSE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. PERFORCE SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACK-UP PRECAUTIONS. IN NO EVENT SHALL PERFORCE BE LIABLE FOR ANY LOSS OF PROFITS, ANY INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, INCLUDING PUNITIVE OR MULTIPLE DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF PERFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS LICENSE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (E.G., CONSUMER LAWS) THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF SUCH LAWS APPLY, CERTAIN EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE; HOWEVER, ALL OTHER RESTRICTIONS AND LIMITATIONS SHALL REMAIN IN EFFECT

6. Term and Termination.

6.1 This License Agreement will commence on the Effective Date and continue until terminated in accordance with the terms hereof. Perforce may terminate this License Agreement if Licensee breaches its obligations hereunder. Perforce

will affect such termination by giving Licensee notice of termination, specifying therein the alleged breach. If the breach is curable. Licensee will have a grace period of thirty (30) days after such notice is served to cure the breach described therein. If the breach is cured within the thirty (30) day grace period, then this License Agreement will remain in effect; otherwise, this License Agreement will automatically terminate upon the conclusion of the thirty (30) day grace period. Upon termination of the License Agreement for any reason the following terms shall apply: (a) all rights granted under this License Agreement will immediately terminate and Licensee must immediately stop all use of the Software; (b) Licensee must return to Perforce or destroy all copies of the Software provided to or made by or on behalf of Licensee, and will, within ten (10) days after the effective date of termination, provide Perforce with written certification that all such copies have been returned or destroyed; and (c) all provisions of this License Agreement that expressly, by implication, or necessity, contemplates performance or observance subsequent to the termination of this License Agreement will survive termination or expiration of the License Agreement and will continue in full force and effect, including any outstanding payment obligations. Any termination shall be without prejudice to the rights and remedies of either party that may have accrued prior to such termination. For the avoidance of doubt, and except in the case of breach of this License Agreement by Perforce, Licensee shall not be entitled to a refund of any prepaid fees upon termination of the License Agreement, and Perforce will not release Licensee from its obligations to pay Perforce all fees that have accrued under this License Agreement prior to its termination. For purposes of clarity, if this License Agreement is terminated pursuant to an uncured breach by Perforce, then such termination will not affect Licensee's perpetual right to continue to use the Software if perpetual licenses of the Software were acquired by Licensee. Either party will have the right to terminate this License Agreement effective immediately if: (a) a petition of bankruptcy is granted against the other party; (b) the other party makes an assignment for the benefit of creditors; (c) the other party admits to being unable to meet its obligations as they come due; or (d) a petition of bankruptcy is filed by or against the other party and if such petition is not dismissed by the bankruptcy court within sixty (60) days after its filing. A party's intent to terminate this License Agreement under this <u>Section 6</u> will be made by a written notice to the other party.

7. Miscellaneous.

- 7.1 This License Agreement, or any of your rights and obligations under this License Agreement, cannot be assigned or otherwise transferred in whole or in part, and any such attempted assignment or transfer by Licensee in violation of the foregoing will be null and void.
- 7.2 This License Agreement and any claim, cause of action or dispute arising out of, or related thereto, shall be governed by, and construed in accordance with the laws of, the State of Delaware, regardless of Licensee's country of origin or where Licensee uses the licenses from, without giving effect to any conflict of law principles, which would result in the application of the laws of a jurisdiction other than the State of Delaware. Any dispute, claim, or controversy arising out of, connected with, or relating to this License Agreement, the Software, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of the competent court located in State of Delaware. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this License Agreement.
- 7.3 Failure by Perforce to enforce any rights under this License Agreement will not be construed as a waiver of such rights, and a waiver in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. No modification of this License Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought. Except as expressly provided in this License Agreement, there are no third-party beneficiaries of this License Agreement.
- 7.4 Licensee acknowledges that money damages may not be an adequate remedy in the event of actual or threatened breach of the obligations and/or undertakings hereunder. Therefore, in addition to any other remedies available hereunder, by law or otherwise, Perforce will be entitled to seek and obtain injunctive relief and/or any other appropriate decree of specific performance or any other appropriate equitable relief.
- 7.5 The parties will be independent contractors under this License Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.
- 7.6 If any provision of this License Agreement is held invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the enforceability of the remaining provisions of this License Agreement will not be impaired thereby. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such provision will be deemed not to be a part of this License Agreement.

- 7.7 Neither party will be deemed to be in breach of this License Agreement, nor otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this License Agreement arising out matters beyond the reasonable control of a party, including, war, strikes, lock outs, or industrial disputes (except in relation to a party's own workforce), outbreak of hostilities, riots, civil disturbances, pandemics, epidemics, or quarantines, acts or orders of any government department or constituted body, fire, explosion, earthquake, flood, acts of God, or acts of terrorism; provided, however, that no event will be treated as beyond the reasonable control of a party if it is attributable to a willful act or omission by such party, or any failure by such party to take reasonable precautions or any failure to mitigate or take reasonable steps to overcome such event. If the performance of the impacted party is prevented for a period of thirty (30) days or more, the party not affected may terminate this License Agreement upon providing seven (7) days' advance written notice.
- 7.8 This License Agreement, including all invoices hereunder, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels any prior and contemporaneous oral or written proposals, promises, or agreements. There are no promises, covenants, or undertakings other than those expressly set forth in this License Agreement. If Licensee issues a Licensee purchase order, or any other Licensee generated documentation, and the terms and conditions conflict with this License Agreement, the terms and conditions contained in this License Agreement, including all invoices incorporated hereunder, will control. For purposes of clarity, no terms or conditions, including any preprinted or boilerplate terms and conditions, stated in any Licensee purchase order, or in any other Licensee documentation, will be incorporated into or form any part of this License Agreement, and all such terms or conditions will be null and void and of no force and effect.
- 8. **Evaluation License.** The terms of this <u>Section 8</u> solely apply to installations of the Software in a non-production environment for a limited time period under the terms and conditions of this License Agreement, during which an Authorized User may evaluate the Software for use in support of Licensee's internal business operations (such Software, the "<u>Evaluation Software</u>"). The terms of <u>Sections 2.1, 2.4, 3, 4</u>, and <u>6</u> shall not apply to the parties' rights and obligations with respect to Evaluation Software.
- 8.1 <u>Rights and Restrictions.</u> Perforce grants Licensee a non-exclusive, non-transferable license to (i) install the Evaluation Software on Licensee's internal server in the country to which such Evaluation Software is delivered, and (ii) Use the Evaluation Software for the sole purpose of internally evaluating the Software, for a period agreed to in writing between Licensee and Perforce, or the period specified in the applicable license key delivered to Licensee for the Evaluation Software and any extensions thereto (the "<u>Trial Period</u>"). Licensee may not make use of the Evaluation Software, for any commercial or production purposes. Perforce may provide Licensee with limited installation support for the Evaluation Software during the Trial Period. Upon the expiration of the Trial Period, the license granted above shall terminate, and Licensee shall uninstall and cease use of the Evaluation Software. Perforce may also include a "time bomb" within the Evaluation Software that shall prevent use of the Evaluation Software after the Trial Period has expired. Notwithstanding the Trial Period, this License Agreement shall terminate immediately upon notice from Perforce if Licensee fails to comply with any provision of this License Agreement.
- 8.2 <u>Exclusion of Warranties.</u> ALL EVALUATION SOFTWARE AND SOFTWARE SUPPORT SERVICES THAT ARE PROVIDED BY PERFORCE ARE PROVIDED "AS IS." NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE EVALUATION SOFTWARE OR SOFTWARE SUPPORT SERVICES SUPPLIED BY PERFORCE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THE SOLE REMEDY OF LICENSEE FOR ANY ASSERTED DEFECT, ERROR, OR OTHER SHORTCOMING IN THE EVALUATION SOFTWARE IS THAT LICENSEE MAY REQUEST SOFTWARE SUPPORT SERVICES FOR EVALUATION SOFTWARE.