SOFTWARE SUPPORT TERMS AND CONDITIONS

THESE SOFTWARE SUPPORT TERMS AND CONDITIONS (these "**Terms and Conditions**") apply to the Helix Core and Helix TeamHub 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 (defined in Section 2.2 below), 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. "**Root Cause Analysis**" means a separate service offered to Licensee for an additional fee whereby Perforce will attempt to determine the underlying root cause of the reported Issue with the Software and prepare a written report for Licensee. For purposes of clarity, Root Cause Analysis is expressly *excluded* from Software Support because the analysis requires more in-depth exploration to determine the core reason for the reported Issue.

    1.9. "**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 having the greatest impact on Licensee, and Severity Level 4

having the least.

1.10. "**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. For purposes of clarity, Software Support expressly *excludes* services for Root Cause Analysis.

1.11. "**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. **Issue Reporting**. Licensee may report Issues to the Perforce Helpdesk, indicating the Severity Level of the Issue that the error is causing Licensee, by using one of the approved communication methods set forth below in Section 3.

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 which are provided in Section 3 below.			

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. 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.

2.3.3. "**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. "Severity 3" can also mean moderate loss of functionality or performance of the Software, which results in multiple users being impacted for normal operations.

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.

2.4. **Examples of Severity Levels**. For illustrative purposes only, the following are some examples of Issues that would typically fall into one of the Severity Levels set forth above in Section 2.3:

2.4.1. "**Severity 1 - Blocker**"

2.4.1.1. The Software is down or a major performance issue resulting in the Software being unresponsive with no workaround immediately available.

2.4.1.2. Denial of access to where the Software resides.

2.4.1.3. Hardware failure or crash on the server where Software resides.

2.4.2. "**Severity 2 - Critical**"

2.4.2.1. The Software is not working system-wide and impacts an entire team (*e.g.*, edge server).

2.4.2.2. The Software is available, but its performance is hindering the usability of the Software's server for required business processes.

2.4.2.3. A substantial number of users are not able to use the Software's server for their normal operations or functions.

2.4.3. "**Severity 3 - Major**"

2.4.3.1. The system is accessible, but there are some functional limitations that are not critical in the daily operation.

2.4.3.2. Some components are not functioning as expected.

2.4.3.3. Some processes are working as expected but others are timing out or not completing within the expected timeframe.

2.4.3.4. A specific user configuration is not working but alternative solutions work.

2.4.3.5. A workaround exists, but it is only temporary.

2.4.4. "**Severity 4 - Minor**"

2.4.4.1. Issues with the Software's components.

2.4.4.2. How-To questions.

2.4.4.3. General questions about Perforce's products.

2.4.4.4. Feature requests.

2.4.4.5. Reporting of errors found in the Documentation.

2.4.4.6. Request for additional information in the Documentation.

2.4.4.7. Issues isolated to one or only a few users.

3. **STANDARD SOFTWARE SUPPORT LOCATIONS, HOURS, AND CONTACT INFORMATION**

   3.1. Licensee's Authorized Technical Contact(s) will be able to receive standard Software Support from the following locations using the contact information provided below during the times provided below, which are also provided on Perforce's website located at: https://www.perforce.com/support.

Location	Hours	Contact Details
North America	Monday – Friday 8:00 am to 7:00 pm (Central Time), except for the following holidays in the United States (New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day)	+1 (612) 217-8763 support-helix-core@perforce.com Request Support
Europe	Monday – Friday 8:00 am to 5:00 pm (British Time), except for the following holidays in the United Kingdom (New Year's Day, Good Friday, Easter Monday, Early May Bank Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day, and Boxing Day)	+44(0) 1189 771020 support-helix-core@perforce.com Request Support
Australia	Monday – Friday 8:00 am to 5:00 pm (Australian Eastern Time), except for the following holidays in Australia (New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day)	+61 (2) 9054-3712 support-helix-core@perforce.com Request Support

4. **RELEASES AND PATCHES**

   4.1. 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.

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

5. **CRITICAL CARE SERVICES FOR HELIX CORE**

   5.1. 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 its Helix Core Software, then Perforce shall provide the Licensee with the following services (the "**Critical Care Support Services**"):

   5.1.1. 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.

6. EXCLUSIONS FROM SOFTWARE SUPPORT SERVICES AND CRITICAL CARE SUPPORT SERVICES

6.1. Perforce has no obligations to: (a) provide Software Support Services, or Critical Care Support Services where hardware, tools, or software other than those supplied by or approved by Perforce have been incorporated into the Software; (b) provide 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, or Critical Care Support Services, for problems that cannot be reproduced in running the Software in a configuration meeting published Perforce specifications.