

## DIGITAL OPERATIONAL RESILIENCE ADDENDUM

This Digital Operational Resilience Addendum (“**DORA Addendum**”) supplements, and forms part of, the applicable software license or software as a service agreement, either available at (i) <https://www.perforce.com/license-agreements>, (ii) as executed by and between Perforce Software, Inc., a Delaware corporation, on behalf of itself, and on behalf of its subsidiaries and affiliates (“**Perforce**”), and Customer (“**Master Agreement**”), or (iii) as incorporated into, and referenced in, the Order Form between Perforce and Customer, and incorporates the contractual requirements stipulated by Regulation (EU) 2022/2554 on digital operational resilience for the financial sector (“**DORA**”), to the extent applicable.

**1. Definitions.** All capitalized terms used, but not otherwise defined, in this DORA Addendum have the meaning assigned to such term in the Master Agreement.

“**Competent Authority**” means the competent authority as referred to in Article 46 of DORA;

“**Security Incident**” means an unplanned single event or a series of linked events that compromise(s) the security of Perforce’s network and information security systems and which has an adverse impact on the performance of the Services to Customer and/or the availability, authenticity, integrity or confidentiality of its Customer Data;

“**Service and Hosting Locations**” means the locations where Perforce will perform the Services and store Customer Data, in each case, as set out in Exhibit A to this DORA Addendum as updated and amended from time to time), unless otherwise agreed in the Master Agreement; and

“**Third Party Risk**” means any identifiable actual or potential risk relating to Perforce’s network and information security systems (or the network and information security systems of its Affiliates and subcontractors involved in the performance of the Services) which is, or is reasonably likely to, have an adverse impact on the Services and/or the availability, authenticity, integrity or confidentiality of Customer Data.

**2. Order of Precedence.** Unless otherwise specified in this DORA Addendum, if there is any direct conflict between the provisions of this DORA Addendum and the provisions of the Agreement, including in any applicable Order Form, the provisions of this DORA Addendum shall prevail to the extent of such conflict.

**3. Scope of Services.** Perforce will provide the Services in accordance with the service descriptions set out in the Order Form.

**4. Location of Services and Hosting of Customer Data.** Perforce will perform the Services and store Customer Data at the relevant Service and Hosting Locations. Customer acknowledges and accepts that Perforce may update the Service and Hosting Locations from time to time, provided that where any such change is likely to have a material adverse impact on the Third Party Risk associated with the Services, Perforce shall notify Customer sixty (60) days in advance of such change.

**5. Subcontracting.** Unless otherwise agreed in the Agreement, Customer acknowledges and accepts that Perforce may use Affiliates or subcontractors, in accordance with the applicable Laws, to perform the Services, provided that Perforce shall remain liable for the actions and omissions of its Affiliates’ and subcontractors used in the performance of the Services under the Agreement.

**6. Protection of Customer Information.** Perforce shall implement and maintain appropriate technical and organizational measures to ensure the availability, authenticity, integrity and confidentiality of all Customer Data processed under or in connection with the Services as set out in the Data Processing Agreement (as updated and amended from time to time) between the parties, unless otherwise agreed in the Master Agreement.

**7. Service Levels; Technical Specification.** Unless otherwise agreed in the Master Agreement, during the Service Term, Perforce shall provide the Services substantially in accordance with: (i) the Service Levels set out in the

applicable support services terms set forth on Perforce's [Support Portal](#) ; and (ii) Perforce's [Product Documentation](#).

**8. Training.** During the Service Term, if Customer (acting reasonably) determines that it is appropriate to include Perforce in its digital operational resilience training scheme in accordance with Article 13(6) of DORA, it may provide reasonable prior written notice to Perforce, and Perforce will use reasonable commercial efforts to participate in such training at Customer's expense.

**9. Cooperation with Competent Authority.** During the Service Term, at Customer's expense, Perforce shall fully cooperate with Customer's Competent Authority (including its representatives, officers, agents, or other persons appointed by such Competent Authority), including by responding to any requests by Customer's Competent Authority (including its representatives, officers, agents, or other persons appointed by such Competent Authority) for information regarding matters related to Customer's compliance with DORA in connection with the Services.

#### **10. Security Incidents.**

a) If Perforce becomes aware of any material Security Incident, Perforce shall: (i) notify Customer without undue delay; and (ii) reasonably cooperate with Customer to investigate and remediate the Security Incident.

b) The cooperation referred to in Section 10(a)(ii) above shall be provided by Perforce:

(i) at no additional cost to Customer, where Perforce directly caused the Security Incident (as determined by Perforce based on its information security obligations under the Agreement); or

(ii) subject to payment by Customer of additional costs calculated in accordance with Perforce's rates for Professional Services set out in the Order Form, where the Security Incident was caused by any of the following:

a. access to or use of the Services by Customer or any User, or using Customer's or a User's Access Credentials, that does not comply with the Agreement;

b. delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement;

c. a Force Majeure Event;

d. failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied or used by Perforce pursuant to the Agreement;

e. Customer's failure to implement all currently available Updates and Upgrades;

f. changes to Customer's operating system, hardware, network, or environment not supported in the Technical Specifications that adversely affects the Services;

g. any alteration of, or addition to, the Services performed by any party other than Perforce or its Affiliates or a third party on its or their behalf;

h. data security compromises, except where Perforce is responsible for such data security compromise; or

i. malfunctions of third party products or services, except where Perforce is responsible for such malfunction.

**11. Termination.** In addition to its termination rights pursuant to the Master Agreement, Customer may terminate the Master Agreement and any Order Form with immediate effect by providing written notice to Perforce if:

- a) Perforce materially breaches applicable laws in connection with the performance of its obligations under the Master Agreement;
- b) Customer identifies, through its monitoring of Third Party Risk, and provides evidence of, a change to the performance of the functions of the Services which has had, or is likely to have, a material adverse impact on the Third Party Risk associated with the Services, provided that Customer has first given Perforce no less than thirty (30) days to rectify the issue and Perforce has failed to cure the same within such period;
- c) Customer identifies, and provides evidence of, material weaknesses relating to the policies and procedures implemented by Perforce to safeguard the availability, authenticity, integrity, and confidentiality of Customer Data, provided that Customer has first given Perforce no less than thirty (30) days to rectify the issue and Perforce has failed to cure the same within such period; or
- d) the Competent Authority notifies Customer in writing that it can no longer effectively supervise Customer as a result of the conditions of, or the circumstances related to, the Agreement.

**12. Consequences of Termination.** Upon Customer's written request, and in any event within ten (10) Business Days following termination or expiration of the Master Agreement or any Order Form, or in the event of an Insolvency Event, Perforce will provide Customer with a copy of all Customer Data processed by Perforce in connection with the Services in an accessible format. Thereafter, Perforce will delete, destroy or erase all Customer Data in its possession or control, provided that Perforce shall be permitted to retain copies of such Customer Data if and to the extent required to: (i) fulfill any obligations under the Agreement that survive its expiration or termination; and/or (ii) comply with any applicable laws or regulations.

**13. Critical or Important Third-Party IT Service Providers.** Sections 13 to 17 of this DORA Addendum apply solely to the extent (i) Perforce supports a critical or important function of Customer (as such terms are defined in DORA); and (ii) Customer is required by DORA to incorporate such terms into its contractual arrangements with Perforce. In these Sections:

**"Exit Plan"** has the meaning given to it in Section 14(b) of this DORA Addendum;

**"Exit Services"** has the meaning given to it in Section 14(b) of this DORA Addendum;

**"Incoming Supplier"** means a supplier (who is not Perforce) appointed by Customer to perform the services which are substantially similar to the Services on termination of the Master Agreement or expiration of the Order Form (as the case may be);

**"Termination Assistance"** has the meaning given to it in Section 14(a) of this DORA Addendum; and

**"Termination Assistance Period"** has the meaning given to it in Section 14(a) of this DORA Addendum.

#### **14. Termination Assistance.**

- a) At Customer's request, following (i) notice of termination of the Master Agreement; or (ii) expiration of the Order Form (as applicable), Perforce shall continue to provide the relevant Services ("**Termination Assistance**") for a period of up to six (6) months ("**Termination Assistance Period**").
- b) Within ten (10) Business Days after receipt of Customer's request for Termination Assistance, Perforce shall prepare and deliver to Customer a draft exit plan ("**Exit Plan**") setting out (i) the steps Perforce, Customer and/or the Incoming Supplier will be required to take to facilitate an adequate transfer of the Services to Customer and/or to Incoming Supplier; (ii) the relevant services Perforce will perform during the Termination Assistance Period ("**Exit Services**"); and (iii) the fees and charges due from Customer in respect of such Exit Services.

c) During the Termination Assistance Period, Perforce shall: (i) provide the Exit Services set out in the Exit Plan; (ii) reasonably co-operate with Customer and/or Incoming Supplier in respect of the adequate transfer of Services to Customer and/or to Incoming Supplier; and (iii) provide Customer and/or the Incoming Supplier with any reasonably requested information or copies of documentation or materials in Perforce's possession relating to the Services which is necessary to facilitate the transfer of the Services in accordance with the Exit Plan.

**15. Reporting.** Perforce shall advise Customer as soon as reasonably practicable on becoming aware that it may be unable to perform Services identified by Customer as supporting critical or important functions in accordance with the Service Levels.

**16. Penetration Testing.** To the extent that Customer is required pursuant to Article 26(2) of DORA to include Perforce in its threat-led penetration testing ("TLPT"), Perforce shall, at Customer's request (on reasonable prior written notice) and expense, participate in TLPT performed by Customer (or a duly authorized third party appointed by Customer) and provide such assistance and information as Customer (or such duly authorized third party) may reasonably require; except that, where such participation is reasonably expected to have an adverse impact on the quality or security of services delivered by Perforce to its other customers that are entities falling outside the scope of DORA, or on the confidentiality of the data related to such services, Customer and Perforce may agree in writing that Perforce will directly enter into contractual arrangements with an external tester, for the purpose of conducting, under the direction of one designated financial entity, a pooled TLPT involving several financial entities to which Perforce provides services that are the same or equivalent to the Services.

**17. Right of Audit.** During the Service Term (and no more than once per calendar year, unless required by Customer's Competent Authority), Customer (or a duly authorized third party appointed jointly by Customer and Perforce) shall have the right to audit Perforce's performance of the Services which have been identified by Customer as supporting critical or important functions, and compliance with this DORA Addendum in respect of the same, including: (i) the right to access Perforce's premises and conduct on-site inspections, subject to Customer complying with (and procuring that its employees, officers, representatives, or agents, or any authorized third party conducting the audit, comply with) any applicable policies and procedures of Perforce whilst on Perforce's premises; and (ii) the right to request information reasonably required in connection with such audit and to take copies of relevant documentation if they are critical to the operations of Perforce, subject to Customer's continued compliance with its confidentiality obligations under the Master Agreement. Customer shall provide Perforce with reasonable notice in advance of exercising any of the rights set out in this Section 17 (which shall be no less than ten (10) days prior to the date of the audit) and shall ensure that the conduct of such audit only takes place during Business Hours, without causing unreasonable disruption to Perforce's business operations, and in no event shall such audit provide for access to the data of Perforce's other customers. Customer shall pay Perforce's reasonable costs and expenses incurred in connection with additional audit requirements in accordance with Perforce's rates for Professional Services set out in the Order Form, except to the extent that any audit activities and costs are legally required or mandated by DORA to be undertaken and borne by Perforce. Without prejudice to the foregoing, Perforce shall fully cooperate and provide unrestricted access to any Competent Authority in respect of any audit undertaken by the same in connection with Customer. Perforce provides information about its compliance programs, and upon written request, will provide copies of the relevant certifications and Service Organization Control (SOC) 2 audit report(s) free of charge.

**18.** All other terms and conditions that are not hereby amended are to remain in full force and effect. All terms not defined herein shall have the meaning ascribed to them in the Master Agreement. This Amendment may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

*[The remainder of this page is intentionally left blank]*



IN WITNESS WHEREOF, the parties to this DORA Addendum have executed this DORA Addendum to be effective as of the latest date set forth below the parties' signatures.

**PERFORCE:**

**PERFORCE SOFTWARE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

SERVICE AND HOSTING LOCATIONS

[TO BE COMPLETED]