

PERFORCE® ALM SUPPLEMENTAL TERMS

These Perforce® ALM Supplemental Terms ("**ALM Terms**") supplement the Master Terms and Conditions between Perforce and Customer. Capitalized terms not defined herein shall have the meanings set forth in the Master Terms and Conditions. In the event of any conflict between these ALM Terms and the Master Terms and Conditions, these ALM Terms shall control with respect to the Perforce ALM offering only (the "**ALM Offering**").

1. **ADDITIONAL DEFINITIONS**

The following definitions apply to these ALM Terms:

"**Authorized Users**" shall mean an employee or third party agent of Customer who is assigned a user account to be able to access the ALM Offering licensed under this Agreement. A non-human operated device will be counted as an Authorized User in addition to all individuals authorized to use the ALM Offering licensed under this Agreement if such devices can access such ALM Offering.

2. **LICENSE TYPE**

All Software licensed under the terms of the Master Terms and Conditions will be licensed under one of the following licensing subtypes.

- 2.1. **Named License**. In the case of named licenses for the ALM Offering (each a "**Named License**"), each Authorized User will be assigned a unique and fixed user account to consume one license to use the ALM Offering licensed under the Master Terms and Conditions on a single server, or on multiple servers, regardless of whether such individual is actively using the ALM Offering 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 ALM Offering 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 ALM Offering.
- 2.2. **Floating License**. In the case of floating licenses for the ALM Offering (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 ALM Offering under the same license. The number of Authorized Users simultaneously having access to the ALM Offering may not exceed, at any one time, the pool of Floating Licenses licensed by Customer. One of Customer's computing devices shall be designated as the "license server" where the license to the ALM Offering is installed, and all of Customer's other computing devices will require access to the license server to run the ALM Offering. All Floating Licenses require a thirty (30) minute waiting period after one Authorized User has logged off of the ALM Offering program before another Authorized User may access the ALM Offering under that license.