

PERFORCE® IPLM SUPPLEMENTAL TERMS

These Perforce® IPLM Supplemental Terms (“**IPLM 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 IPLM Terms and the Master Terms and Conditions, these IPLM Terms shall control with respect to the Perforce IPLM offering only (the “**IPLM Offering**”).

1. ADDITIONAL DEFINITIONS

The following definitions apply to these IPLM Terms:

“**Authorized User**” shall mean an employee or any third-party delivering services to Customer pursuant to a written contract with Customer (each, a “**Third-Party Agent**”) of Customer who has been registered in the IPLM Offering’s database by the Customer to be able to log into and access the IPLM Offering. The number of Authorized Users having access to the IPLM Offering may not exceed, at any one time, the number of licenses of the IPLM Offering licensed by Customer. For the avoidance of doubt, any non-human operated device that is registered in the IPLM Offering’s database will be counted as an Authorized User under this Agreement.

“**Software Support Services**” means technical support and maintenance services for the IPLM Offering as described in Perforce’s then-current Software Support terms and conditions that are made available on Perforce’s website. Software Support Services includes any subsequent new releases, patches, bug fixes, workarounds performance improvements, functional enhancements, corrections to application problems, or support for new hardware platforms for the IPLM Offering. Software Support Services are included in the License Fees for the IPLM Offering.

“**Transaction Document**” means, collectively, a duly authorized quotation issued by Perforce to Customer that specifies the IPLM Offering and may include other terms and conditions governing such IPLM Offering (such as the License Fee and the License Term), and, if applicable, a purchase order issued by Customer to Perforce in response to and reflecting such quotation (with no additional or different terms, unless such additional or different terms are expressly accepted by Perforce in writing).

2. ADDITIONAL IPLM OFFERING FEATURES

- 2.1. **Planning BOM Feature.** The IPLM Offering contains the ability to provide intellectual property bill of materials management within the IPLM Offering (the “Planning BOM Feature”). The Planning BOM Feature can be activated in the IPLM Offering so long as the Customer purchases access for no fewer than twenty (20) Authorized Users. Notwithstanding the foregoing, the Customer must acquire access to the Planning BOM Feature equal to the number of Authorized Users it requires. Any use of the Planning BOM Feature for any other purpose than as set forth in this Section 2.3(a) will be a breach of the Agreement.
- 2.2. **Geofencing Feature.** The IPLM Offering contains the ability to provide geofencing within the IPLM Offering (the “Geofencing Feature”). The Geofencing Feature can be activated in the IPLM Offering so long as the Customer purchases access for no fewer than twenty (20) Authorized Users. Notwithstanding the foregoing, the Customer must acquire access to the Geofencing Feature equal to the number of Authorized Users it requires. Any use of the Geofencing Feature for any other purpose than as set forth in this Section 2.3(b) will be a breach of the Agreement.

3. AUTHORIZED USER OBLIGATIONS

- 3.1. Customer shall not permit anyone other than Authorized Users to use the IPLM Offering, and shall ensure that all Authorized Users shall have executed non-disclosure agreements with Customer that include within their scope the Confidential Information of Parties such as Perforce and contain provisions at least as restrictive as the provisions contained in Section 8 of this Agreement. Customer shall be wholly responsible and liable for all acts and omissions of Authorized Users, including, without limitation, any

use of the IPLM Offering or Documentation, protection of Confidential Information, and compliance with all the terms and conditions of this Agreement.

4. CUSTOM MODIFICATIONS

- 4.1. Perforce may develop and incorporate modifications or enhancements to the IPLM Offering to meet the particular needs of Customer or to improve the utility of the IPLM Offering to Customer, whether on its own initiative or upon request of Customer (collectively, "**Custom Modifications**"). Upon completion and incorporation into the IPLM Offering, Custom Modifications are considered as part of the IPLM Offering for all purposes of this Agreement. For the avoidance of doubt, Perforce retains all right, title, ownership, and interest, including all intellectual property rights, in and to the Custom Modifications.

5. DATABASE RESTRICTIONS

- 5.1. The Neo4j database included with, or separately licensed for use with, the IPLM Offering (the "**Database**") shall only be used to store data generated from the IPLM Offering. Further, Customer acknowledges and agrees that access to the Database by any means other than the IPLM Offering, without prior written approval from Perforce, will constitute a material breach of this Agreement for which Perforce will be entitled to terminate the Agreement immediately in accordance with the provisions of Section 8.2 of the Agreement.