Perforce® Klocwork Supplemental Terms

These Perforce® Klocwork Supplemental Terms ("**Klocwork 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 Supplemental Terms and the Master Terms and Conditions, these Supplemental Terms shall control with respect to the Klocwork Software ("**Klocwork Offering**").

1. ADDITIONAL DEFINITIONS

The following definitions apply to these Klocwork Terms:

"**Authorized User**" shall mean an employee or Third-Party agent of Customer who is assigned a unique and fixed user account to consume one license to use the Klocwork Offering licensed under this Agreement on a single server, or on multiple servers, regardless of whether such individual is actively using the Klocwork Offering at any given time. A non-human operated device will be counted as an Authorized User in addition to all individuals authorized to use the Klocwork Offering licensed under this Agreement, if such devices can access such Klocwork Offering.

"**Evidential Output**" means that part of the Klocwork Output that is used for evidential, validation, or audit purposes.

"**Klocwork Output**" shall mean the data in electronic or other format containing the results generated by using the Klockwork Product

"**Third-Party Agent(s)**" means third parties delivering services to Licensee pursuant to a written contract with Licensee.

2. OUTPUT RESTRICTIONS

2.1. **Restrictions on use of the Output, Reports, and Evidential Output.** Customer shall not provide the Klocwork Output, Report, and/or Evidential Output to parties who are not Authorized Users for the purpose of operating the Klocwork Offering. Only Authorized Users may make use of the Klocwork Output, Report, and/or Evidential Output to correct the Customer's target software. Customer shall be entitled to provide the Output, Report, and/or Evidential Output to third parties who are not Authorized Users solely for the purpose of audit, quality assurance, validation, or evidential purposes. Customer shall not commercialize in any way the Klocwork Output, Evidential Output, and/or Reports including, without limitation, by licensing, sub-licensing, assigning, or sub-contracting the use of the Output, Evidential Output, or Reports to any party

3. HIGH RISK ACTIVITIES

3.1. The Klocwork Offering is not specifically designed, manufactured, or intended for use in the planning, construction, maintenance, control or direct operation of nuclear facilities, aircraft navigation, control or communication systems, weapons systems, or direct life support systems.

4. OUTPUT DISCLAIMER

4.1. Customer acknowledges and agrees that the Klocwork Output, Reports, and Evidential Output generated by the Klocwork Offering depend on the data provided by Customer for use with the Klocwork Offering. Customer shall bear full responsibility for the accuracy of the data used with the Klocwork Offering. Customer acknowledges that the Klocwork Output, Reports, and Evidential Output generated by the Klocwork Offering are tools to assist Customer's personnel in the analysis of software code and is not a substitute for personnel with expertise in such analysis.

5. THIRD PARTY AGENTS

5.1.   Licensee will be fully responsible for Licensee's Third-Party Agents' compliance with the terms and conditions of this Agreement, and any breach of this Agreement by a Third-Party Agent will be deemed to be a breach by Licensee.