

## PERFORCE® PERFECTO SUPPLEMENTAL TERMS

These Perforce® Perfecto Supplemental Terms (“**Perfecto 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 Perfecto Terms and the Master Terms and Conditions, these Perfecto Terms shall control with respect to the Perfecto Enterprise Website and Mobile Application Testing Platform offering only (the “**Perfecto Offering**”).

### 1. ADDITIONAL DEFINITIONS

The following definitions apply to these Perfecto Terms:

“**Customer Provided Third Party Products**” means Third Party Products provided by Customer to Perforce for use in the Perfecto Offering.

“**Embedded Software**” means the software in object code form that is embedded into or incorporated within the Hardware, including the Hardware operating system.

“**Hardware**” means the cradle(s) used to test Customer’s applications that are incorporated into the Perfecto Offering platform. Unless otherwise agreed upon between the Parties, the Hardware will be located within a Perfecto datacenter.

“**Perforce Purchased Third Party Products**” means Third Party Products procured by Perforce on behalf of the Customer for use in the Perfecto Offering.

“**Support and Maintenance Services**” means the technical support and maintenance services that Perforce provides to Customer as a part of the Perfecto Offering. The terms and conditions of the Support and Maintenance Services that are offered as of the date of these Perfecto Terms are set forth on **Exhibit A** attached hereto. Perforce may update the terms of the Support and Maintenance services, from time to time, so long as the functionality of the Perfecto Offering and service levels are not materially diminished.

“**Third Party Products**” means non-Perfecto-branded products and services (including mobile devices, and any Embedded Software included therewith).

### 2. HARDWARE PROVISIONS

- 2.1. **Hardware License.** In addition to the use rights granted in the Master Terms and Conditions, Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable, non-assignable limited license to use the Hardware in an amount equal to the number of the Hardware licensed by Customer from Perforce and as set forth on each Order Form.
- 2.2. **Hardware Location.** Unless otherwise agreed upon between the Parties, the Hardware will be located within a Perforce datacenter.

### 3. THIRD-PARTY PRODUCTS

- 3.1. **Third-Party Product Warranty.** Third Party Products may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Perforce will pass through to Customer manufacturer warranties related to such Third Party Products.
- 3.2. **Perforce Warranty for Third-Party Products.** For Perforce Purchased Third Party Products, Perforce will provide an additional two-year warranty that runs concurrent with any applicable manufacturer warranty for such Third Party Product (the “**Perforce Warranty**”). In the event that Customer provides Perforce with Customer Provided Third Party Products, the Perforce Warranty will not apply.
- 3.3. **Warranty Management.** Notwithstanding the foregoing, as part of the Perfecto Offering, Perforce will provide all reasonable assistance to Customer in the management of any warranty issues related to the Customer Provided Third Party Products purchased by Customer for use in the Perfecto Offering platform.

**EXHIBIT A**  
**PERFECTO SUPPORT AND MAINTENANCE SERVICES<sup>1</sup>**

**1. TERMS & DEFINITIONS**

Terms used in these Support and Maintenance Services Terms and Conditions (the "Terms and Conditions") are explained in the following table:

TERM	DEFINITION
<b>Availability</b>	The Services are operational and allows access to the Hardware.
<b>Customer</b>	Third party who has purchased a subscription to use and access the Services.
<b>Emergency Maintenance</b>	Refers to an emergency need to perform Maintenance and shall exercise reasonable effort to notify Customer in advance.
<b>End of Life</b>	Refers to any Software release or Third Party Product release that is declared as no longer supported by Perfecto or such Third Party Product publisher or manufacturer.
<b>Hardware</b>	The cradle(s) used to test the Customer's applications that are incorporated into the Services platform. Unless otherwise agreed upon between the parties, the Hardware will be located within a Perfecto datacenter.
<b>Maintenance</b>	Refers to the modification of the Software and Hardware in order to deliver new features, correct failures, improve performance, or other attributes.
<b>Maintenance Notification</b>	Refers to the process of Perfecto informing Customer about a future Maintenance activity, and details the work, its timing, and impact on the service.
<b>Outage</b>	Refers to the period of time between the commencement of the Problem either Customer notification or Perfecto detects that there is no Availability and ending when Perfecto has notified Customer that Availability has been restored. Outages shall not include any time that is due to: (a) Scheduled Downtime. (b) A failure or fault of Customer's systems or of any system not under the reasonable control of Perfecto or its contractors. (c) A Force Majeure Event. (d) Customer's failing to operate the Services in accordance with the Terms and Conditions.
<b>Perfecto</b>	Refers to Perfecto Mobile Inc., a Delaware corporation, and Perfecto Mobile Ltd., a corporation incorporated under the laws of Israel, both of which are wholly owned subsidiaries of Perforce Software, Inc., a Delaware corporation.
<b>Problem</b>	Refers to a disruption of the Services. To prevent misunderstanding, issues disclosed in the Services product release notes and published product limitations are excluded from the "Problems" category.
<b>Problem Resolution</b>	Refers to changes to the Services or procedures that either fix or serve as Workaround for a Problem.
<b>Release</b>	Refers to a version, either a full or a patch, of the Software or any other Third Party Product that is used in its backend system.
<b>Response Time</b>	Refers to the time that elapsed between Perfecto receiving the incident notification and the initial response to Customer by a member of Support.
<b>Resolution Time</b>	Refers to the time elapsed from the commencement of the Problem until either a Problem Resolution of the incident, presentation of the possible solution to the

<sup>1</sup> **NOTE TO CUSTOMER:** THESE TERMS ARE NOT NEGOTIABLE. WE HAVE PROVIDED THE LANGUAGE SO THE INFORMATION IS CONTAINED IN THE AGREEMENT WITH THE CUSTOMER, BUT WE WILL NOT ACCEPT EDITS OR COMMENTS.

TERM	DEFINITION
	<p>Problem, or the implementation of a Workaround that reduces the incidence level and is acceptable by Customer.</p> <p>Please note that in rare situations, Perfecto may require physical access to Hardware in order to resolve an issue or to properly service a request. In these situations, the Resolution Time is dependent on the availability of a Perfecto engineer, or a Partner of Perfecto, who is co-located with the physical Hardware.</p>
<b>Security Patch</b>	Refers to any software fix released by either Perfecto or any relevant Third Party Product that aims to solve security vulnerabilities.
<b>Services</b>	Refers to Perfecto's hosted platform made available to its Customers for the testing of Customer's websites and/or mobile applications using the Hardware.
<b>Services Restoral</b>	Refers to the restoration of a service that was disrupted during a Problem. Services Restoral may be either a Problem Resolution or a Workaround.
<b>Severity</b>	Refers to an agreed classification of a Problem or request in terms of business impact. See <b>Section 2.2</b> .
<b>Software</b>	Refers to the software products in object code form used in providing the Services, but excluding any Embedded Software, licensed by Perfecto to Customer.
<b>Support Hours</b>	Daily hours of business that the Support Team is available for assistance described herein. Customers can contact the Support Team 24 hours a day/ 7 days a week. Maintenance is handled out of Perfecto's US and other globally located offices.
<b>Support Team</b>	<p>Refers to the Perfecto Customer experience team. This group is responsible for the technical communications with the Customer. They focus on two areas:</p> <ol style="list-style-type: none"> <li>1) Working with the Customer to resolve issues; and</li> <li>2) Working with Perfecto's support engineers located at Perfecto's datacenters to address the physical needs of the Customer.</li> </ol>
<b>Third Party Products</b>	Any non-Perfecto-branded products and services (including mobile devices, and any Embedded Software included therewith).
<b>Workaround</b>	Refers to a temporary bypass, patch, or solution for a problem that restores the functionality of a disrupted service.

## 2. SUPPORT & MAINTENANCE

### 2.1. Support and Maintenance Definitions

#### 2.1.1. **Malfunction / Problem / Issue** - Response Time and Resolution Time objective:

SEVERITY	INITIAL RESPONSE TIME	RESOLUTION TIME OBJECTIVE
<b>Blocker</b>	30 minutes	2 hours
<b>Severity Level 1 – Critical</b>	30 minutes	8 hours
<b>Severity Level 2 – Major</b>	4 hours	2 business days
<b>Severity Level 3 – Minor</b>	8 hours	5 business days

#### 2.1.2. **Production Defects / Bugs** – Response Time and Problem Resolution objective:

SEVERITY	RESPONSE TIME	PROBLEM RESOLUTION OBJECTIVE
<b>Blocker</b>	30 minutes	A patch is provided to Customer

SEVERITY	RESPONSE TIME	PROBLEM RESOLUTION OBJECTIVE
Severity Level 1 – Critical	30 minutes	Future Release
Severity Level 2 – Major	4 hours	Future Release
Severity Level 3 – Minor	8 hours	Future Release

2.1.3. **Enhancement / Information Request** – Response Time and Resolution Time objective:

TYPE	DEFINITION	RESPONSE TIME	RESOLUTION TIME OBJECTIVE
Enhancement	New Feature / Improvement	1 business day	Future Release
Information Request	Questions, General Guidance, Configuration Inquiries	8 hours	7 business days

2.2. **Support Case Severity Level Definitions** - Definition and Problem Resolution objective:

SEVERITY	DEFINITION	PROBLEM RESOLUTION OBJECTIVE (ONE OR FEW)
Blocker	Causing downtime or preventing the complete system from functioning.	The Services' availability is restored.
Severity Level 1 – Critical	Causes downtime of significant functionality or significantly affects the major portion of the Services' system capacity.	Satisfactory Workaround is provided to Customer; a patch is provided to Customer; a fix is incorporated into a future Release.
Severity Level 2 – Major	Affects non-critical functionality or causes downtime of a non-critical part of the Services' system capacity.	Satisfactory Workaround is provided to Customer; a patch is provided to Customer; a fix is incorporated into a future Release.
Severity Level 3 – Minor	Minor problem that does not impact the Services.	A solution is provided to Customer; a fix is incorporated into future Release.

2.3. **Support**

2.3.1. Customer may contact the Support Team by opening a support ticket via the following methods:

2.3.1.1. The [Customer Support Portal](#). This is the preferred option that allows the Customer to have visibility over all of the Customer's submitted support tickets.

2.3.1.2. The [Customer Support Portal form](#).

2.3.1.3. The help and contact support links in the Services' web application.

2.3.2. The Services support portal will automatically assign a case number to any Customer request upon receipt. Customer must quote the assigned case number in all related communications thereafter.

2.3.3. The Services may supply Maintenance by certified Perfecto engineers or certified Perfecto partners following Perfecto's best practices and security guidelines. Perfecto will remain fully responsible for the delivery of Maintenance to Customer.

- 2.3.4. Perfecto shall respond and act upon any Customer request or reported Problem in accordance with its Severity as described in **Section 2.1** above.
- 2.3.5. Additional information related to interacting with Support, documentation, training and self-help are available in the [Perfecto Customer Handbook](#).

#### 2.4. **Mobile Devices Support**

- 2.4.1. Worldwide Data Centers Excluding Pune, India. The Support Team shall act upon Customer's request for provisioning mobile devices in all of Perfecto's data centers, with the exception of the Pune, India datacenter (see **Section 2.4.2** below), based on origin:
  - 2.4.1.1. In case the mobile devices are to be supplied by Perfecto, a lead time of ten (10) business days from the date of Customer's request will be applied for the mobile devices to be available in the Perfecto datacenters, assuming the mobile devices are:
    - 2.4.1.1.1. Readily available in the marketplace within the same region of the hosting site; and
    - 2.4.1.1.2. Where applicable, available to operate with one of Customer's active "cellular contracts" (i.e., not SIM-lock to specific carrier which is not available inside the mobile devices pool).
  - 2.4.1.2. In case the mobile devices are to be purchased by other means, Customer understands and agrees that any special shipment costs, taxes, etc., will be charged to Customer.
  - 2.4.1.3. In case the mobile devices are to be supplied by Customer, a lead time of three (3) business days from mobile devices' arrival at the site will apply for the mobile devices to be available in Perfecto's datacenters. Perfecto reserves the right not to connect provided mobile devices due to physical or any other limitation it may find.
  - 2.4.1.4. In the event that a device is damaged, Perfecto will determine if the device is under the manufacturer's warranty, at which no costs will be incurred by Customer if the device needs to be replaced. If the device is not under the manufacturer's warranty, then the Customer will incur the reasonable costs for repair or replacement.
- 2.4.2. Pune, India Data Center. The Support Team shall act upon Customer's request for provisioning mobile devices in Perfecto's datacenter located in Pune, India (the "Pune Device Lab"):
  - 2.4.2.1. All mobile devices located in the Pune Device Lab will be supplied by Perfecto. A lead time of thirty (30) calendar days from the date of the Customer's request will be applied for the mobile devices to be available in the Pune Device Lab assuming the mobile devices are:
    - 2.4.2.1.1. Readily available in the marketplace within India; and
    - 2.4.2.1.2. Where applicable, available to operate with one of Customer's active "cellular contracts" (i.e., not SIM-lock to specific carrier which is not available inside the mobile devices pool).
  - 2.4.2.2. In case the mobile devices are to be purchased by other means, all special shipment costs, taxes, etc., will be charged to Customer.
  - 2.4.2.3. Perfecto will not accept mobile devices to be supplied by Customer.
  - 2.4.2.4. In the event that a device is damaged, Perfecto will either repair or replace the device. In the event the device needs to be replaced, a lead time of thirty (30) calendar days from the date Perfecto determines the device must be replaced is required.
- 2.4.3. **NOTE:** The provisions of **Sections 2.4.1** and **2.4.2** apply only to: (i) mobile devices that are compatible with the supported platforms that are listed on the [Perfecto Supported Devices](#) page; and (ii) Supported Platforms, including Test Frameworks, as outlined in the product documentation on the [Perfecto Supported Platforms](#) page. For mobile devices and platforms

that are unsupported, Perfecto is not required to provide connectivity by creating a template for the Customer. Any such request for a template from a Customer will be considered on a one-off basis at Perfecto's sole and reasonable discretion.

- 2.4.4. To the extent that the Customer has more mobile devices than the Customer has cradle access, Customer is entitled to request the connection of disconnected mobile devices to the Services. In such case, within one (1) business day from the date of the Customer's connection request, the disconnected mobile device(s) will be accessible via the Services.

## 2.5. Maintenance

- 2.5.1. Perfecto shall periodically publish new Releases as well carry out Maintenance of the system infrastructure to roll out new features and improve stability and security. Planned Maintenance notifications shall be posted on the [Services Status Page](#) at least five (5) business days before the start date. Users may subscribe to these notifications. Perfecto may also email Maintenance notifications to the Customer but is not obligated to do so.
- 2.5.2. Perfecto may, at its sole discretion, determine the need for Emergency Maintenance and shall make reasonable efforts to notify the Customer at least twelve (12) hours in advance by posting a notification on the [Services Status Page](#), to which users may subscribe. Such notice, however, is not guaranteed, and any resulting downtime shall not be considered an outage nor included in uptime calculations.
- 2.5.3. Perfecto shall periodically implement relevant Security Patches in accordance with its patch management policy, as part of either planned or Emergency Maintenance activity. Notifications to Customer will be handled in accordance with the Maintenance type, as stated above.

## 3. EXCLUSIONS FROM SUPPORT AND MAINTENANCE

- 3.1. Perfecto shall be under no obligation to provide Support and Maintenance in respect of:

- 3.1.1. Incorrect or unauthorized use of the Services where such use is not in accordance with Perfecto's Documentation;
- 3.1.2. Problems that are related to Customer's environment and are beyond Perfecto's control such as electricity, networking access, internet latency, reliability that are caused by Geo location, or outdated versions due to unwillingness to upgrade; or
- 3.1.3. Overdue or not received Fees from Customer.

## 4. AVAILABILITY OF THE SERVICES

The metric for the Availability of the Services is percentage availability ("Percentage Availability"), which is calculated by the following formula where all the quantities are totals for a particular calendar month:

Percentage Availability = [(Agreed Service Time – Unplanned Downtime) / Agreed Service Time] \* 100%

The variables of the Percentage Availability formula are defined as follows:

- a. Agreed Service Time refers to the total minutes in the calendar month minus the scheduled Maintenance downtime for the Services in that month, either as planned or on an emergent basis, as described above in [Section 2.5](#).
- b. Unplanned Downtime refers to the total duration in minutes of all outages during the particular calendar month.

The Percentage Availability standard shall be **99.5%** of the Agreed Service Time. System availability refers to the user ability to login and use the Services, and not to the Hardware uptime or availability.

## 5. ARTIFICIAL INTELLIGENCE FEATURES.

- 5.1. **Terms.** In the event the Customer desires to make use of the Artificial Intelligence features available in the Perfecto Offering, the Perforce® Perfecto Artificial Intelligence Supplemental Terms will apply.