

PERFORCE® QAC SUPPLEMENTAL TERMS

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

1. ADDITIONAL DEFINITIONS

The following definitions apply to these QAC Terms:

“**Authorized Users**” means an employee or Third-Party Agent of Customer who is assigned a unique and fixed user account to consume one license to use the Program(s) licensed under this Agreement on a single server, or on multiple servers, regardless of whether such individual is actively using the Program(s) 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 Program(s) licensed under this Agreement if such devices can access such Program(s).

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

“**Output**” means the data in electronic or other format containing the results generated by using the Software.

“**Reports**” means the reports generated by the QAC offering.

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

2. OUTPUT RESTRICTIONS

- 2.1. **Restrictions on use of the Output, Reports, and Evidential Output.** Customer shall not provide the Output, Report, and/or Evidential Output to parties who are not Authorized Users for the purpose of operating the Software. Only Authorized Users may make use of the 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 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 EXCLUSION

- 3.1. **High Risk Activities.** The QAC 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. ENHANCED VERIFICATION AND AUDIT RIGHTS

- 4.1. **Verification Rights.** Upon providing Customer with 10 days’ advance written notice, and subject to Perforce’s confidentiality obligations, Perforce may review Customer’s use of the QAC offering to verify Customer’s compliance with the terms of this Agreement. Any such audit will be: (a) restricted in scope, documentation, manner, and duration to that which is reasonably necessary to achieve its purpose; and (b) conducted during regular business hours at Customer’s facilities if a remote verification process is not possible. Perforce will not unreasonably interfere with Customer’s business activities during such verification process. Customer will be liable for promptly remedying any underpayments revealed during the audit at the then-current price per Authorized User. If the result of the verification process reveals a failure to materially comply with terms and conditions of this Agreement, and/or if the audit reveals an underpayment of at least ten percent (10%) or more that Customer is currently paying, Customer will also be liable for the costs of the audit in addition to any unpaid fees, or other damages, and any other remedies available to Perforce in this Agreement.

5. MODIFIED WARRANTY PROVISIONS

- 5.1. **QAC offering Warranty Period.** The warranty period for QAC offering shall be sixty (60) days after the receipt of the latest release of QAC offering, rather than the forty-five (45) day period specified in the Master Terms.
- 5.2. **Enhanced Warranty Disclaimers.** In addition to the disclaimers in the Master Terms, Perforce makes no warranty with respect to the results that may be obtained from the use of the QAC offering. The warranty disclaimers specifically exclude matters relating to the Output, Reports, and Evidential Output.

6. ENHANCED EVALUATION TERMS

- 6.1. **QAC Evaluation License.** For QAC offering provided for evaluation purposes, Perforce grants Customer and its Affiliates a non-exclusive, non-transferable license to install the evaluation QAC offering on Customer's internal server and use the evaluation QAC offering for the sole purpose of internally evaluating the software, for the period specified in the applicable license key delivered to Customer for the evaluation software (the "**Trial Period**"). Customer may not make use of the evaluation QAC offering, Output, Reports, and/or Evidential Output to correct Customer's target software, nor shall Customer make use of the evaluation QAC offering, Output, Reports, and/or Evidential Output for any other commercial or production purposes.
- 6.2. **Time Bomb Provisions.** Upon the expiration of the Trial Period, the evaluation license shall terminate, and Customer shall uninstall and cease use of the evaluation QAC offering. Perforce may include a "time bomb" within the evaluation QAC offering that shall prevent use of the evaluation QAC offering after the Trial Period has expired.