

Perforce® XRebel Supplemental Terms

These Perforce® XRebel Supplemental Terms (“**XRebel 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 XRebel® and XRebel® Enterprise products Software (“**XRebel Offering**”).

1. **ADDITIONAL DEFINITIONS**

The following definitions apply to these XRebel Terms:

“**Authorized User(s)**” 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 XRebel Offering licensed under this Agreement on a single server, or on multiple servers, regardless of whether such individual is actively using the XRebel Offering at any given time.

“**Seat**” means a license and right to unlock and use the XRebel Offering via the XRebel License Manager for a single Authorized User on terms and conditions set forth by the corresponding License uploaded to the XRebel License Manager.

“**Software Support**” means technical support and maintenance services for the XRebel Offering licensed under this Agreement as described in Perforce’s then-current Software Support policy available on Perforce’s website at <https://portal.perforce.com/s/topic/0TO5Y00000ByxvpWAB/rebel> and any new releases to the XRebel Offering for which Customer is paying the XRebel Offering Support fee

“**XRebel License Manager**” means the Perforce license manager service located at <https://licenses.jrebel.com/#/login> or such other website as designated by Perforce from time to time.

2. **RESTRICTIONS ON LICENSE USE**

The XRebel Offering licensed under the terms of these Supplemental Terms will be licensed under the Hosted License licensing subtype as further described below.

2.1. Under the hosted license subtype (the “**Hosted License**”), the Authorized Users of the Customer to whom the Seats have been assigned with the restriction that the number of Authorized Users using Seats cannot exceed the number of Seats specified in the License Certificate held by Perforce, or as set forth in the Order Form.

2.2. The Authorized User of a Hosted License is required to provide the Authorized User’s email address that was issued by the Customer in order to purchase the Seat.

2.3. The Seat of a Hosted License is intended to be used by a single Authorized User during the term of the Authorized User’s employment or engagement with the Customer, or the duration of Authorized User’s assignment to a specified development project. Seats can be reassigned only at a frequency of once per month, and the XRebel Offering may include measures to ensure such frequency

2.4. The number of devices on which a Hosted License’s Seat can be used by the Authorized User will be limited by the number of devices that the XRebel Offering will allow to be associated with the Authorized User’s email address

2.5. Customer acknowledges that, for a Hosted License, the License Key cannot be used directly to unlock the XRebel Offering. Instead, Customer must access the XRebel License Manager and use the tokens authenticated by Perforce to unlock the XRebel Offering for the Authorized Users.

3. **SUPPORT**

3.1. Software Support will be available during the period of validity of the license term specified in Customer’s License Certificate or in the Order Form.

4. EVALUATION LICENSE

4.1. **Evaluation License.** The terms of this Section 4 solely apply to installations of the XRebel Offering in a nonproduction environment for a limited time period under the terms and conditions of this Agreement, during which an Authorized User may evaluate the XRebel Offering for use in support of Customer's internal business operations (such as XRebel Offering, the "**Evaluation Software**").

4.2. **Rights and Restrictions.** Perforce grants Customer a non-exclusive, non-transferable license to (i) install the Evaluation Software on Customer's internal server in the country to which such Evaluation Software is delivered, and (ii) use the Evaluation Software for the sole purpose of internally evaluating the XRebel Offering, for a period agreed to in writing between Customer and Perforce, or the period specified in the applicable License Certificate or in the Order Form delivered to Customer for the Evaluation Software and any extensions thereto (the "**Trial Period**"). Customer may not make use of the Evaluation Software, for any commercial or production purposes. Perforce may provide Customer with limited installation support for the Evaluation Software during the Trial Period. Upon the expiration of the Trial Period, the license granted above shall terminate, and Customer shall uninstall and cease use of the Evaluation Software. Perforce may also include a "time bomb" within the Evaluation Software that shall prevent use of the Evaluation Software after the Trial Period has expired. Notwithstanding the Trial Period, this Agreement shall terminate immediately upon notice from Perforce if Customer fails to comply with any provision of this Agreement.