ZEND END-USER LICENSE AGREEMENT

This Zend License Agreement (the "**Agreement**") applies to the provision of the Zend product identified on the Order Form (defined below) by Perforce Software, Inc., a Delaware corporation, on behalf of itself and its Affiliates (defined below) ("**Perforce**") to the customer entity identified on such Order Form (defined below) ("**Licensee**"). To the extent there is any conflict between the Order Form, and this Agreement, such conflict shall be resolved pursuant to the following order of precedence: (i) an amendment to this Agreement; (ii) the Order Form; (iii) and this Agreement. Perforce and Licensee are referred to in this Agreement each as a "**Party**" and together as the "**Parties**."

1. **LICENSE.**

1.1. **Grant of License.** Subject to the terms of this Agreement, and upon payment of the applicable license fees, for the applicable term (perpetual or subscription/time-limited), Perforce hereby grants to Customer, and Customer accepts, a limited, nonexclusive, nontransferable, license to use the machine-readable object code of Perforce's computer software program or programs, including any additional releases of such programs as are made available by Perforce to Customer from time to time, and the user manuals (the "**Documentation**") accompanying the program (the "**Software**"), only as authorized in this Agreement. For purposes of this Agreement, the Software includes any updates, enhancements, modifications, revisions, or additions to the Software made available to Customer by Perforce. Notwithstanding the foregoing, Perforce shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software. The term of the license is as set forth in a duly authorized quotation issued by Perforce to Customer that specifies the Software and may include other terms and conditions governing such Software (such as the fees and the term of the license) and a purchase order, if applicable, 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 (collectively, an "**Order Form**").

1.2. **Scope of Use.** Customer may use the Software activated by a license key for the number of computing instances (either virtual computing environment(s), or physical computing device(s)) owned, leased, or otherwise controlled by Customer, at the rates specified for metered usage, or for the number of authorized users, as specified in an Order Form. An Order Form may also specify other applicable license scope terms and conditions. For purposes of this Agreement, "use" of the Software means loading the Software into the temporary or permanent memory of a computing device and executing the Software. If Customer distributes the Software to multiple computing instances (either virtual computing environments or physical computing devices) or authorized users, Customer must ensure that its usage does not exceed the usage for which it has paid the applicable license fees, or Customer will be in breach of this Agreement unless the Order Form is for metered use.

1.3. **Restrictions, Copies, and Modifications.** Customer may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license keys Customer has obtained. Customer may not modify or adapt the Software or any license keys that Customer has obtained in any way. Customer may make one copy of the Software, the Documentation, and any license keys that Customer has obtained, solely for backup or archival purposes. Any such copies of the Software, Documentation, or license keys shall include any copyright or other proprietary notices that were included on such materials when Customer first received them. Except as authorized in this Section 1.3, no copies of the Software, Documentation, or license keys, or any portions thereof, may be made or distributed by Customer or any person under Customer's authority or control. Customer may not allow third party use of the Software or use of the Software as a service bureau.

1.4. **Assignment of Rights.** Customer will not sublicense, lease, rent, or lend its rights in the Software, Documentation, or license keys, as granted by this Agreement, to any party without prior written consent of Perforce.

1.5. **Product Specific Special Terms.** The provisions of this Section 1.5 are applicable to the specific product mentioned and are exceptions to other provisions of this Agreement that serve to modify such provisions only to the extent such provisions relate to these products.

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Zend Server –There are multiple editions of Zend Server, each with different functionality and Service Level Agreements (SLA). Notwithstanding anything to the contrary set forth in this Agreement, Customer is permitted to duplicate and distribute the Zend Server product, on a standalone basis or combined with other products, provided that Customer: (i) does not make any modifications to Zend Server and does not distribute the entire Zend Server Software program; (ii) does not modify or remove any proprietary rights notices or markings, or remove or modify this Agreement as included in any such distribution; (iii) clearly indicates that Zend Server is included in Customer's distribution; (iv) does not use Perforce's name, logos, or trademarks, or the name, logos, and trademarks of any included third party software, in any way that might state or imply Perforce's. or a third party's endorsement of Customer's product; and (v) does not transfer with any such copy any license keys for Zend Server. Customer is not allowed to operate Zend Server without a valid license.

Zend Server Developer Edition – Zend Server Developer Edition is limited for use in software development and may not be used in production and staging. Plugins provided with Zend Server or downloaded from Zend Gallery fall under the terms outlined in the applicable BSD license agreement located in Zend's Github repository located at https://github.com/zend-server-extensions.

Zend PHP – There are multiple versions of Zend PHP, and the Service Level Agreements (SLA) for Zend PHP provide different levels of feature and support access. Notwithstanding anything to the contrary set forth in this Agreement, Customer is permitted to duplicate and distribute the Zend PHP product, on a standalone basis, or combined with other products, provided that Customer: (i) does not make any modifications to Zend PHP; (ii) does not modify or remove any proprietary rights notices or markings, or remove or modify this Agreement as included in any such distribution; (iii) clearly indicates that Zend PHP is included in Customer's distribution; (iv) does not use Zend's name, logos, or trademarks, or the name, logos and trademarks of any included third party software, in any way that might state or imply Zend's, or a third party's, endorsement of Customer's product; and (v) does not transfer with any such copy any repository credentials for Zend PHP. Zend PHP is licensed as a perpetual license, and Customer will be provided with credentials that will permit Customer to download the desired packages that are available for Zend PHP. The version of the packages of Zend PHP installed by Customer while the Customer's credentials are active will remain available to Customer to continue using once the credentials expire subject to continued compliance with the terms of this Agreement, and Customer will no longer be eligible to receive any further updates or fixes to the versions of the installed packages of Zend PHP.

Zend Studio - Zend Studio is not available for Customer to distribute. If the license key for Zend Studio expires and is not renewed for a subscription or limited term license, Zend Studio will continue to operate, but it will operate at a reduced functionality. This reduced functionality version is licensed on a perpetual basis, without charge, subject to continued compliance with the terms of this Agreement.

Zend Guard - Zend Guard is not available for Customer to distribute. However, Customer may distribute Zend Optimizer and Zend Guard Loader (the runtime c components for encoded files) to Customer's end customers, provided that Customer's end user customers enter into an end user agreement that contains, at a minimum, the following provisions covering the Zend embedded components: (i) prohibits reverse compilation and/or reverse assembly; (ii) disclaims all warranties; and (iii) disclaims liability for any indirect, incidental, or consequential damages.

1.6. **Compliance with Laws; Export Control**. Customer agrees to comply fully with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards relating to any export controls and economic sanctions laws of the United States or abroad. Accordingly, any use, transshipment, or diversion of the Software contrary to applicable export control laws or sanctions laws is prohibited.

1.7. **Federal Government End Use Provisions**. Perforce may provide the Software for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and the Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Perforce to determine if there are

acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights.

2. **INTELLECTUAL PROPERTY PROTECTION AND CONFIDENTIALITY**

   2.1. **Use Reporting, License Violations, and Remedies.** Perforce reserves the right to gather data on license key usage including license key numbers, server IP addresses, domain counts, and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Upon providing Customer with ten (10) days' advance written notice, Perforce may review Customer's use of the Software to verify Customer's compliance with the terms of this Agreement. Any such verification process 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 verification process at the then-current price for any unauthorized license keys. Any unauthorized use shall be considered by Perforce to be a violation of this Agreement. This is not a sole remedy for a violation of this Agreement, and Perforce may exercise any other remedies available to it at equity or law.

   2.2. **License Automatic Update and Expiration.** Customer license may include an expiration date that can result in the termination of the license. There is no expiration date for perpetual license keys, however upgrades and support are only available if Customer purchase support from Perforce. Perforce may terminate Customer's license if it determines that a license is used in violation of the terms of this Agreement. If Customer's license key is stolen, or if Customer suspect any improper or illegal usage of Customer's license key outside of Customer's control Customer should promptly notify Perforce of such occurrence. A replacement license will be issued to Customer and the suspect license will be allowed to expire. For limited-term licenses, Customer's periodic payment must be processed prior to the expiration date in order for the license updates to be performed. It is Customer's responsibility to contact Perforce regarding any potential expiration that Customer deem inappropriate. Perforce shall not be liable for any damages or costs incurred in connection with the expired licenses.

   2.3. **Proprietary Rights to Software and Trademarks.** Customer acknowledge that the Software and the Documentation are proprietary to Perforce, and the Software and Documentation are protected under United States copyright law and international treaties. Customer further acknowledge and agree that, as between Customer and Perforce, Perforce owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant Customer any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trademarks or service marks that Perforce uses in connection with the Software or with services rendered by Perforce are marks owned by Perforce. This Agreement does not grant Customer any right, license, or interest in such marks, and Customer shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

   2.4. **Confidentiality.** Customer shall permit only authorized users, who possess rightfully obtained license keys, to use the Software. Except as expressly authorized by this Agreement, Customer shall not make available the Software, Documentation, or any license key to any third party. Customer will use Customer's best efforts to cooperate with and assist Perforce in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

3. **LICENSE FEES.** The Software will be available to Customer for use upon Customer's receipt of a license key. Customer may obtain one or more license keys by ordering the license keys from Perforce or a Perforce reseller, as the case may be. The license fees paid by Customer for the license keys are paid in consideration of the license granted under this Agreement. Customer shall, in addition to license fees, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of Customer's purchase and use of the Software, excluding income taxes on the net profits of Perforce.

4. **SOFTWARE MAINTENANCE AND SUPPORT**. Services Zend Server Products are available only on a subscription basis. There are multiple versions of Zend Server, each with different functionality and SLA. For Zend Studio and Zend Guard, Customer may elect to purchase Software upgrade and support services by so ordering from Perforce or a Perforce reseller and paying the applicable fees.

5. **TERM AND TERMINATION.** This Agreement is effective upon Customer's acceptance of the Agreement, or upon Customer's downloading, installing, accessing, or using the Software, even if Customer have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. Without prejudice to any other rights, this Agreement will terminate automatically if Customer fail to comply with any of the limitations or other requirements described herein. If Customer is licensing the Software on a limited term basis and fail to pay the applicable license fees or renewal license fees, Perforce shall have the right to interrupt Customer's use of the Software. Perforce may terminate this Agreement if Customer breach any term of the Agreement by giving Customer written notice of Customer's breach and Perforce's decision to terminate the Agreement. Upon termination of this Agreement, Customer agrees to either return to Perforce the Software, Documentation, all copies thereof, and all license keys that Customer have obtained, or to destroy all such materials and provide written verification of such destruction to Perforce.

6. **INDEMNIFICATION.** Perforce shall, at its expense, defend and indemnify Customer for damages and reasonable costs finally incurred in any suit or claim brought against Customer alleging that the Software infringes any U.S. patent, copyright, trade secret or similar right, provided that Perforce is promptly notified, rendered reasonable assistance by Customer as required, and permitted to direct the defense or settlement negotiations. Perforce shall have no obligation to defend or indemnify any infringement claim that arises from or relates to: (i) a modification of the Software by Customer or any third party, (ii) a combination of the Software with other software products, components, processes or materials, (iii) Customer's failure to incorporate or implement modifications directed by Perforce, (iv) third party or open source software components, (v) use of the Software in a manner inconsistent with the Documentation, or (vi) any Software provided for evaluation or trial use or marked as beta or early access. Should the use of Software by Customer be enjoined, or in the event Perforce wishes to minimize its potential liability hereunder, Perforce may, at its option, either: (i) substitute fully equivalent non infringing software; (ii) modify the infringing Software so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer, at Perforce's expense, the right to continue use of the Software; or (iv) take back the infringing Software and refund to Customer pre-paid license fees applicable to the remainder of the license term, or if a perpetual license was purchased, the purchase price paid, less depreciation amortized on a three-year straight line basis. This indemnification sets forth Perforce's sole liability and Customer's sole remedy for claims of infringement arising from Customer's use of the Software. Customer will, at Customer's own expense, indemnify and hold Perforce, and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees, arising out of any use of the Software by Customer, any party related to Customer, or any party acting upon Customer's authorization in a manner that is not expressly authorized by this Agreement. Customer's indemnification does not include claims of infringement that are covered by Perforce's indemnification above.

7. **WARRANTY.**

7.1. Disclaimer Perforce warrants for a period of thirty (30) days from Customer's receipt of the Software that the Software will materially conform to the Documentation. This warranty covers only problems that are reproducible and verifiable and does not cover software, or other items or any services provided by any persons other than Perforce. Maintenance and support, if any, are governed by a separate agreement. Software, which has been abused, misused, damaged, modified, or subjected to unauthorized use or installation, used in a manner inconsistent with the Documentation or used with components not authorized by Perforce, shall void this warranty. Perforce's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Perforce's sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or workaround which corrects the reported non-conformity, or if Perforce, in its sole discretion, determines such remedies to be impracticable within a reasonable period of time, to provide a refund of the fees paid for the Software. This limited warranty does not apply for any Software provided for evaluation or trial use or marked as beta or early access.

7.2. EXCEPT AS SET FORTH ABOVE IN SECTION 7.1, THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS," AND PERFORCE DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, PERFORCE EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM CUSTOMER'S USE OF THE SOFTWARE. CUSTOMER SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

7.3. **WARNING**: THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN ON-LINE CONTROL OF EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, AIR TRAFFIC, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATIONS, OR IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY, OR IN THE OPERATION OR MAINTENANCE OF ANY DIRECT LIFE SUPPORT SYSTEM. PERFORCE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES AND SHALL NOT BE LIABLE FOR ANY COSTS, LIABILITIES OR DAMAGES RESULTING FROM THE USE OF THE SOFTWARE IN SUCH AN ENVIRONMENT. CUSTOMER AGREES THAT CUSTOMER WILL NOT USE OR LICENSE THE SOFTWARE FOR SUCH PURPOSES.

8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PERFORCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OR LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF PERFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PERFORCE BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID TO PERFORCE FOR THE SOFTWARE WITHIN THE PERIOD OF TWELVE (12) MONTHS PRIOR TO ANY CLAIM ARISING.

9. **GENERAL TERMS**

   9.1. Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party. With respect to the Customer, an assignment of this Agreement will be deemed to have occurred if Customer is party to a merger, restructuring, reorganization, sale or transfer of all or substantially all of a Customer's assets, or a divestiture or sale of a business unit or division of the Customer that makes use of the Software licensed under this Agreement. An assignment or transfer not conforming to the provisions of this Section 9.1 shall be null and void.

   9.2. This Agreement and any claim, cause of action or dispute arising out of, or related thereto, shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of Customer's country of origin or where Customer uses the licenses from, without giving effect to any conflict of law principles, which would result in the application of the laws of a jurisdiction other than the State of Delaware. Any dispute, claim, or controversy arising out of, connected with, or relating to this Agreement, the Software, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of the competent court located in State of Delaware. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement.

   9.3. Neither party shall disclose the existence of this Agreement, its terms, or conditions, the occurrence of discussions under this Agreement, or the business relationship considered by the parties hereunder, unless agreed in writing by the other party. Neither party shall issue publicity or general marketing communications concerning the other party without the other party's prior written approval.

   9.4. No amendment or modification of this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in a writing signed by authorized representatives of both parties. Any such waiver will be narrowly construed to apply only to the specific provision and under the specific circumstances for which it was given and will not apply with respect to any repeated or continued violation of the same provision or any other provision. No other course of dealing between or among any of the parties to this Agreement or any delay in exercising any rights pursuant to this Agreement will operate as a waiver of any rights of any party to this Agreement. Except as expressly provided in this

Agreement, no party who is not a party to this Agreement will have any right or obligation pursuant to this Agreement.

9.5. The parties acknowledge that money damages may not be an adequate remedy in the event of actual or threatened breach of the obligations and/or undertakings hereunder. Therefore, in addition to any other remedies available hereunder, by law or otherwise, either party will be entitled to seek and obtain injunctive relief and/or any other appropriate decree of specific performance or any other appropriate equitable relief.

9.6. All notices provided for in this Agreement will be in writing and will be personally delivered, sent by reputable overnight courier service (delivery charges prepaid), or sent by registered or certified mail, postage prepaid, return receipt requested, to any party at the address specified for Perforce below, and at the address of the Customer provided on the signature page to this Agreement. All notices, demands, and other communications hereunder may be given by any other means (including electronic mail), but will not be deemed to have been duly given unless and until the intended recipient actually receives it. Notice given by electronic mail will be deemed to have been given when sent so long as no electronic notice is delivered to the sending party indicating that the electronic mail could not be delivered.

If to Perforce, addressed to: Perforce Software, Inc.
Attn: Legal Department
400 First Avenue North, Suite 400
Minneapolis, Minnesota 55401, USA
Email: legalnotices@perforce.com

9.7. The pursuit by either party of any remedy to which it is entitled at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

9.8. The parties will be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

9.9. If any provision of this Agreement is held invalid, illegal or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the enforceability of the remaining provisions of this Agreement will not be impaired thereby. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such provision will be deemed not to be a part of this Agreement.

9.10. Neither party will be deemed to be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement arising out matters beyond the reasonable control of a party, including, war, strikes, lock outs, or industrial disputes (except in relation to a party's own workforce), outbreak of hostilities, riots, civil disturbances, pandemics, epidemics, or quarantines, acts or orders of any government department or constituted body, fire, explosion, earthquake, flood, acts of God, or acts of terrorism; *provided, however*, that no event will be treated as beyond the reasonable control of a party if it is attributable to a willful act or omission by such party, or any failure by such party to take reasonable precautions or any failure to mitigate or take reasonable steps to overcome such event. If the performance of the impacted party is prevented for a period of thirty (30) days or more, the party not affected may terminate this Agreement upon providing seven (7) days' advance written notice.

9.11. This Agreement, including all Exhibits and Software Schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels any prior and contemporaneous oral or written proposals, promises, or agreements. Any reference to the Agreement will expressly include the Exhibits and Software Schedules. There are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. For purposes of clarity, no terms or conditions, including any pre-printed or boilerplate terms and conditions, stated in any Customer purchase order, or in any other Customer documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void and of no force and effect.

9.12.   Perforce and Customer have read this Agreement and agree to be bound by its terms, and the authorized representatives of each party have affixed their signatures on the signature page below. This Agreement, and any amendments thereto, may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties may transmit their signatures via scanned PDF, e-signature, or other electronic signature tools with the same effect as if the parties had provided each other with original signatures.

10. **Evaluation License.**

10.1. The terms of this Section 10 solely apply to installations of the Software in a non-production environment for a limited time period under the terms and conditions of this Agreement, during which an Authorized User may evaluate the Software for use in support of Customer's internal business operations (such Software, the "Evaluation Software"). The terms of Sections 1.1, 3, 5 ,6, 7, and 8 shall not apply to the parties' rights and obligations with respect to Evaluation Software.

10.2.   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 Software, for a period agreed to in writing between Customer and Perforce, or the period specified in the applicable license key 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.

10.3.   Exclusion of Warranties. ALL EVALUATION SOFTWARE AND SOFTWARE SUPPORT SERVICES THAT ARE PROVIDED BY PERFORCE ARE PROVIDED "AS IS." NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE EVALUATION SOFTWARE OR SOFTWARE SUPPORT SERVICES SUPPLIED BY PERFORCE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THE SOLE REMEDY OF CUSTOMER FOR ANY ASSERTED DEFECT, ERROR, OR OTHER SHORTCOMING IN THE EVALUATION SOFTWARE IS THAT CUSTOMER MAY REQUEST SOFTWARE SUPPORT SERVICES FOR EVALUATION SOFTWARE.