

PERFORCE® DELPHIX SUPPLEMENTAL TERMS

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

1. **CONTRACTOR USE**

1.1. You may allow contractors who require access to and use of the Delphix Offering solely for your benefit, provided that: (a) you are responsible for the acts and omissions of such contractors with respect to Delphix Offering licensed under this Agreement; (b) you ensure the Delphix Offering is completely and irretrievably uninstalled from any such contractors' equipment and premises (except for those modules necessary to view results and other data generated from using the Delphix Offering) immediately upon completion of such contractors' services requiring use of the Delphix Offering; and (c) you have written agreement(s) in place with such contractors requiring such contractors protect the Delphix Offering, Confidential Information and intellectual property of Perforce at least to the same extent as set forth in this Agreement. You acknowledge that Perforce has no warranty or other obligations to your contractors.

2. **DELPHIX CONTINUOUS DATA**

By providing your own API key(s) to access a third-party developed or hosted model available for download by Delphix Corp. (“**Delphix**”) AI Infra Assistant interface, you acknowledge and agree that:

2.1. **Ownership of Credentials.** You are authorized on behalf of your employer to use the API key(s), and that you have obtained the API key(s) in compliance with the third-party provider's terms of service.

2.2. **Cost Responsibility.** You are solely responsible for all usage fees, charges, and costs associated with the use of your API key(s), including, without limitation, any unexpected or excessive charges resulting from their usage through the Delphix AI Infra Assistant interface.

2.3. **Security.** You are responsible for maintaining the security and confidentiality of your API key(s). Delphix will implement reasonable security measures, but Delphix cannot guarantee against unauthorized access or use of your API key(s). You also understand that your employer's API key(s) will be accessible for use in the AI Infra Assistant interface, and, as such, any authorized user of your instance of AI Infra Assistant interface will be able to make use of those API key(s).

2.4. **Data Processing.** Any data processed using your API key(s) will be subject to the third-party provider's privacy policy and terms of service. Delphix does not control, and is not responsible for, how the third-party provider processes, stores, or uses your data.

2.5. **Service Availability.** Delphix does not guarantee the availability, reliability, or continued operation of third-party services accessed while using your API key(s).

2.6. **Content Generation.** You acknowledge that generative AI services may produce unpredictable, inaccurate, offensive, or incomplete content, and that Delphix is not responsible for reviewing or filtering such content.

2.7. **Compliance.** You are responsible for ensuring that your use of a generative AI service through Delphix's software complies with all applicable laws, regulations, and third-party terms of service.

2.8. **Discontinuation of Support for Third Party Service.** Delphix reserves the right to: (i) discontinue support for the specific third-party services that make use of your API

3. **GENERATIVE ARTIFICIAL INTELLIGENCE FEATURES.**

3.1. In the event the customer desires to make use of the Generative Artificial Intelligence features available in the Delphix Offering, the Perforce® Delphix Generative Artificial Intelligence Supplemental Terms attached hereto as Schedule I will apply.

Schedule I to Perforce Delphix Supplemental Terms

PERFORCE® DELPHIX GENERATIVE ARTIFICIAL INTELLIGENCE SUPPLEMENTAL TERMS

These Perforce® Delphix Generative Artificial Intelligence Supplemental Terms (“**Delphix Gen AI Terms**”) supplement the Master Terms and Conditions and the Delphix Supplemental Terms between Perforce and Customer. Capitalized terms not defined herein shall have the meanings set forth in the Master Terms and Conditions or in the Delphix Supplemental Terms. In the event of any conflict between these Delphix Gen AI Terms and the Master Terms and Conditions and the Delphix Supplemental Terms, these Delphix Gen AI Terms shall control with respect to the Delphix Software AI Feature (“**Delphix Gen AI Offering**”).

1. DEFINITIONS

For purposes of these Delphix Gen AI Terms:

“**AI Feature**” means the optional features and functionalities made available through the Software that leverage artificial intelligence technologies, including but not limited to, natural language processing, machine learning, and predictive analytics.

“**AI Model**” means the specific, quantized version of the Llama 3.2 large language model file provided by Ollama, as designated and made available by Delphix for use with the AI Feature.

“**Input**” means any prompt, instruction, or selections provided by Customer or its users to the AI Feature.

“**Output**” means any data, content, or material generated by the AI Feature in response to Input, including but not limited to synthetic data lists.

“**Third-Party AI Terms**” means the Meta Llama 3.2 Community License Agreement (available at https://www.llama.com/llama3_2/license/), the Llama 3.2 Acceptable Use Policy (available at https://www.llama.com/llama3_2/use-policy/), and the MIT License applicable to Ollama (available at <https://github.com/ollama/ollama/blob/main/LICENSE>), as may be updated from time to time.

2. ACTIVATION AND INSTALLATION

2.1 Optional Feature. The AI Feature is an optional component of the Software and is disabled by default. The AI Feature is not required for the standard operation of the Software.

2.2 Model Acquisition and Installation. A GGUF-formatted quantized large language model is required for use of the AI Feature. The AI Model is not pre-installed with the Software. Should Customer wish to use the AI Feature, Customer is solely responsible for enabling the AI Feature within the Software, downloading the designated AI Model file, and manually uploading the AI Model into the Software as described in the Software’s Documentation.

2.3 Agreement to Terms. Customer’s activation, use, or enabling of the AI Feature within the Software shall be deemed to constitute Customer’s affirmative agreement to all terms and conditions applicable to the use of the AI Feature as set forth in these Delphix Gen AI Terms.

3. SCOPE OF USE AND RESTRICTIONS

3.1 Permitted Use. Customer may use the AI Feature solely for the purpose of generating lists of non-sensitive, synthetic data for use in data masking and de-identification workflows within the Software, and only in accordance with the Master Terms and Conditions, the Delphix Supplemental Terms, these Delphix Gen AI Terms, and all applicable Third-Party AI Terms.

3.2 Prohibited Uses. Customer shall not, and shall not permit any third party to:

(a) Use the AI Feature or Output for any purpose other than as expressly permitted herein;

(b) Use the AI Feature or Output for any unlawful, harmful, or abusive activity, or in a manner that infringes, misappropriates, or violates any third party’s rights;

(c) Use the AI Feature or Output for any use cases that would qualify the AI Feature as a “high-risk” AI system or for any prohibited practices, in each case as defined in the EU Regulation on Artificial Intelligence (“**EU AI Act**”), the Colorado AI Act, or other applicable law; and

(d) Use the AI Feature or Output to develop, train, or improve any artificial intelligence or machine learning model, except as expressly permitted by the Third-Party AI Terms.

3.3 Customer Responsibility. Customer is solely responsible for its use of Output. Customer will review and verify all Outputs as to usefulness, appropriateness, accuracy, fitness for its purpose, and any other quality relevant to Customer's use cases before any use or implementation.

4. THIRD-PARTY TERMS

4.1 Compliance with Third-Party Terms. Customer understands that the AI Feature involves the use of Open Source Software provided under separate license terms. Customer's use of the AI Feature and AI Model is subject to, and Customer agrees to comply with, all applicable Third-Party AI Terms, which are incorporated by reference. Customer agrees that its rights to use the AI Model are subject to and limited by such third-party terms. Customer is solely responsible for reviewing and complying with such terms and ensuring its users do the same. In the event of any conflict between these Delphix Gen AI Terms and the Third-Party AI Terms, the Third-Party AI Terms shall control with respect to the AI Model.

4.2 No Modification of Third-Party Terms. Nothing in these Delphix Gen AI Terms shall be construed to modify or limit the terms of any third-party license applicable to the AI Feature or its components.

5. DATA HANDLING

5.1 Input and Output. The AI Feature is designed such that the only Customer data provided to the AI Model are the selections made or Input entered by Customer or its users. The AI Model does not access, read, or analyze Customer's underlying databases or datasets.

5.2 No Data Transmission. All processing of Input and generation of Output in connection with the AI Feature occurs locally within Customer's environment. No Input or Output is transmitted to or stored by Delphix, Meta, Ollama, or any other third party in connection with Customer's use of the AI Feature with the provided AI Model.

6. OWNERSHIP AND TRAINING

6.1 Ownership. As between the parties, and to the extent permitted by applicable law, Customer retains all right, title, and interest in and to (a) Inputs and (b) Outputs generated by Customer through its use of the AI Feature.

6.2 No Model Training. Delphix will not use any Input or Output to train, fine-tune, or otherwise improve its own or any third-party artificial intelligence models.

7. SUPPORT LIMITATIONS

Notwithstanding anything to the contrary in the Master Terms and Conditions or in the Delphix Supplemental Terms, Delphix's obligations to provide Support Services for the AI Feature are limited to their use with the provided AI Model. Delphix will not provide support or troubleshooting for any use of the AI Feature when used with models other than the designated AI Model, or for any use outside the intended scope described herein.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 Disclaimer of Warranties. THE AI MODEL, AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. DELPHIX DOES NOT WARRANT THAT THE AI MODEL OR OUTPUT WILL BE ERROR-FREE OR SUITABLE FOR CUSTOMER'S INTENDED USE.

8.2 Limitation of Liability. Customer's use of Output is at its sole risk, and Delphix shall not be liable for any consequences arising from any use of or reliance on Output.

8.3 Use of Third-Party Models. Customer acknowledges that the AI Feature utilizes third-party models and Open Source Software, which are not controlled or guaranteed by Delphix. Delphix does not represent or warrant: (a) the accuracy, legality, completeness, or uniqueness of any Output; or (b) that Output will not incorporate or reflect third-party content or materials. Customer acknowledges that Output may be similar or identical to outputs generated for other customers.

8.4 Limitations of Artificial Intelligence. Customer understands that artificial intelligence technologies have inherent limitations and risks, including the potential to produce unintended, inaccurate, incomplete, biased, offensive, or nonsensical results. Output does not constitute professional advice and does not represent the views of Delphix or of any third-party model provider.

8.5 Updates to AI Feature. The parties acknowledge that at the time of entering into these Delphix Gen AI Terms, the use of AI technology continues to evolve and expand. Delphix retains the right to update and enhance the AI Feature over time, and such updates may be applied automatically without requiring additional consent from Customer.

9. INDEMNIFICATION

Notwithstanding anything to the contrary in the Master Terms and Conditions or in the Delphix Supplemental Terms, Delphix's indemnification obligations shall not apply to any claim, action, or proceeding to the extent it arises from or relates to: (a) Claims of intellectual property infringement or misappropriation by Output; or (b) Customer's use of the AI Feature or any AI Model in a manner that violates these Delphix Gen AI Terms, the Master Terms and Conditions, the Delphix Supplemental Terms, or the Third-Party AI Terms.

10. MISCELLANEOUS

10.1 Term. These Delphix Gen AI Terms shall remain in effect for so long as Customer uses the AI Feature, unless earlier terminated in accordance with the Master Terms and Conditions.

10.2 Order of Precedence. In the event of any conflict between the terms of these Delphix Gen AI Terms, the Master Terms and Conditions, or the Delphix Supplemental Terms, the terms of these Delphix Gen AI Terms shall control with respect to the AI Feature.