

PERFORCE® VERSIC SUPPLEMENTAL TERMS

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

1. **ADDITIONAL DEFINITIONS**

The following definitions apply to these VersiC Terms:

"Authorized User" shall mean an employee or any third-party delivering services to Customer pursuant to a written contract with Customer (each, a "**Third-Party Agent**") of Customer who has been registered in the VersiC Offering's database by the Customer to be able to log into and access the VersiC Offering. The number of Authorized Users having access to the VersiC Offering may not exceed, at any one time, the number of licenses of the VersiC Offering licensed by Customer. For the avoidance of doubt, any non-human operated device that is registered in the VersiC Offering's database will be counted as an Authorized User under this Agreement.

"Software Support Services" means technical support and maintenance services for the VersiC Offering as described in Perforce's then-current Software Support terms and conditions that are made available on Perforce's website. Software Support Services includes any subsequent new releases, patches, bug fixes, workarounds performance improvements, functional enhancements, corrections to application problems, or support for new hardware platforms for the VersiC Offering. Software Support Services are included in the License Fees for the VersiC Offering.

"Transaction Document" means, collectively, a duly authorized quotation issued by Perforce to Customer that specifies the VersiC Offering and may include other terms and conditions governing such VersiC Offering (such as the License Fee and the License Term), and, if applicable, a purchase order 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).

2. **AUTHORIZED USER OBLIGATIONS**

- 2.1. Customer shall not permit anyone other than Authorized Users to use the VersiC Offering, and shall ensure that all Authorized Users shall have executed non-disclosure agreements with Customer that include within their scope the Confidential Information of Parties such as Perforce and contain provisions at least as restrictive as the provisions contained in Section 8 of this Agreement. Customer shall be wholly responsible and liable for all acts and omissions of Authorized Users, including, without limitation, any use of the VersiC Offering or Documentation, protection of Confidential Information, and compliance with all the terms and conditions of this Agreement.

3. **CUSTOM MODIFICATIONS**

- 3.1. Perforce may develop and incorporate modifications or enhancements to the VersiC Offering to meet the particular needs of Customer or to improve the utility of the VersiC Offering to Customer, whether on its own initiative or upon request of Customer (collectively, "**Custom Modifications**"). Upon completion and incorporation into the VersiC Offering, Custom Modifications are considered as part of the VersiC Offering for all purposes of this Agreement. For the avoidance of doubt, Perforce retains all right, title, ownership, and interest, including all intellectual property rights, in and to the Custom Modifications.