

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. **ARTIFICIAL INTELLIGENCE FEATURES.**

3.1. In the event the customer desires to make use of the Artificial Intelligence features available in the Delphix Offering, the AI Feature Addendum for Perforce® Delphix Software attached hereto as Schedule I will apply.

Schedule I to Perforce Delphix Supplemental Terms

AI FEATURE ADDENDUM FOR PERFORCE® DELPHIX SOFTWARE

This AI Feature Addendum for Perforce® Delphix Software (“**Addendum**”) is entered into by and between the customer identified in the applicable Order Form or Statement of Work, as applicable (“**Licensee**”), and Perforce Software, Inc., or its subsidiary company, Delphix Corp. (“**Delphix**”) (Perforce Software, Inc. and Delphix are collectively referred to herein as “**Perforce**”), and supplements the Perforce Delphix Product License and Services Agreement, or other applicable agreement governing Licensee’s use of the Delphix software (the “**Agreement**”). This Addendum governs Licensee’s use of the optional AI Feature (as defined below) that is made available by Perforce for use in the Delphix software (the “**Software**”). Capitalized terms not defined herein have the meanings set forth in the Agreement. In the event of a conflict between this Addendum and the Agreement with respect to the AI Features, this Addendum shall control.

By enabling, accessing, or using any AI Feature, Licensee agrees to this Addendum and acknowledges that AI Models may be used in connection with the AI Features as described in this Addendum, the Agreement, and the Documentation.

1. DEFINITIONS

For purposes of this Addendum:

“**AI Feature**” means any feature or functionality made available through the Software that uses artificial intelligence or machine learning, including one or more AI Models, to generate, summarize, transform, classify, extract, analyze, predict, recommend, rank, retrieve, or otherwise process data.

“**AI Model**” means any machine learning or other artificial intelligence model that Perforce makes available through, embeds in, or otherwise uses in an AI Feature, including third-party and open-source models and models trained, fine-tuned, or otherwise adapted by Perforce.

“**Documentation**” has the meaning given in the Agreement and, for purposes of this Addendum, also includes any technical guides, usage guides, feature or service descriptions, FAQs, and other materials describing the AI Features or their operation that Perforce makes generally available to its customers or licensees from time to time.

“**Input**” means any prompt, instruction, selection, data, or other material provided by Licensee or its users to, or accessed by, an AI Feature.

“**Licensee-Supplied Model**” means a third-party AI model that Licensee elects to connect to an AI Feature using Licensee’s own credentials, API key, or hosted endpoint.

“**Output**” means any data, content, configuration, or other material generated or returned by an AI Feature in response to, or based on, Input, including synthetic data and generation rules.

“**Permitted Use**” means use of the AI Features to generate, configure, or otherwise work with test, development, and other non-production data, and related software development, testing, and data-management activities.

“**Third-Party AI Terms**” means the license terms, conditions, and policies applicable to any third-party or open-source AI Model used in or made available through an AI Feature.

2. AI FEATURES

2.1 Optional AI Features. The AI Features are optional and are not required for the standard operation of the Software. Licensee may enable or disable the AI Features and may opt in to or out of individual AI Features, as described in the Documentation.

2.2 AI Models. Licensee acknowledges that the AI Features use AI Models, which may include third-party and open-source AI Models, and that certain AI Features may permit Licensee to connect a Licensee-Supplied Model as described in **Section 4**. Perforce identifies the AI Features and describes their functionality in the Documentation.

3. USE OF THE AI FEATURES

3.1 Permitted Use. Licensee may use the AI Features solely for the Permitted Use and in accordance with the Agreement, this Addendum, and any applicable Third-Party AI Terms. Licensee's use of the AI Features shall at all times comply with applicable laws and regulations.

3.2 Use Restrictions. Licensee shall not, and shall not permit any third party to:

- (a) use any AI Feature or Output for any purpose other than the Permitted Use;
- (b) use any 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 any AI Feature or Output for any safety-critical, high-risk, or prohibited use, including any use that would qualify the AI Feature as a "high-risk" AI system or a prohibited AI practice under applicable AI law (such as the EU AI Act), or for autonomous decision-making producing legal or similarly significant effects on individuals; or
- (d) use any AI Feature or Output to develop, train, or improve any artificial intelligence or machine learning model, product, or service that competes with the Software or the AI Features.

3.3 Responsibility for Input. Licensee is responsible for its Input, including ensuring that it does not violate any applicable law. Licensee represents and warrants that it has obtained all rights, licenses, consents, and permissions, and provided all notices necessary to provide the Input to the AI Features.

3.4 Output Validation. Licensee is solely responsible for its use of, and reliance on, Output. Licensee acknowledges that Output may be inaccurate, incomplete, or non-unique. Licensee will review and verify Output as to accuracy, appropriateness, and fitness for purpose, and is responsible for validating Output before relying on or acting on it.

4. LICENSEE-SUPPLIED MODELS

4.1 Connecting a Model. Certain AI Features may allow Licensee to connect a Licensee-Supplied Model, in place of or in addition to an AI Model provided by Delphix. Use of a Licensee-Supplied Model is optional and at Licensee's election.

4.2 Licensee Responsibility. Licensee is solely responsible for any Licensee-Supplied Model it elects to use, including for its agreement to, and compliance with, the terms and policies of the applicable third-party AI provider and applicable law, and for all Output and results generated using the Licensee-Supplied Model.

5. DATA HANDLING

5.1 Local Processing. All processing of Input and generation of Output by the AI Features occurs within Licensee's environment, and no Input or Output is transmitted outside Licensee's environment. Notwithstanding the foregoing, to the extent Licensee elects to use a Licensee-Supplied Model, Licensee acknowledges that Input may be transmitted to the third-party AI provider that Licensee selects.

5.2 Data Processed by the AI Models. The AI Features are designed so that the AI Models process only (a) database schema metadata, such as table and column names, and (b) information that Licensee or its users otherwise affirmatively provide to an AI Feature. The AI Models do not otherwise access, read, or analyze the underlying data stored in Licensee's databases. Perforce retains the right to update the categories of data the AI Models process upon notice to Licensee.

6. THIRD-PARTY AI TERMS

Licensee acknowledges that the AI Features use third-party and open-source AI Models, and that Licensee's use of those AI Models may be subject to the applicable Third-Party AI Terms. Licensee agrees to comply with all applicable Third-Party AI Terms. In the event of any conflict between this Addendum and the Third-Party AI Terms, the Third-Party AI Terms control with respect to the applicable AI Model.

7. OWNERSHIP

7.1 Input and Output. As between the parties, and to the extent permitted by applicable law, Licensee retains all right, title, and interest in and to its Input, and shall own the Output generated by Licensee through its use of the AI

Features. Licensee grants Perforce a limited license during the Addendum Term (as defined in **Section 13.1**) to use the Input solely to provide the AI Features to Licensee.

7.2 AI Features. As between the parties, Perforce and its licensors, as applicable, retain all right, title, and interest in and to the Software, the AI Features, and the AI Models, together with all intellectual property rights therein. Licensee's use of the AI Features and Output grants Licensee no right, title, or interest in any AI Model or in Perforce's or its licensors' intellectual property. All rights not expressly granted herein are reserved by Perforce.

8. TRAINING AND TELEMETRY

8.1 No Training on Licensee Data. Perforce will not, and will not permit any third party (including any subcontractor, sub-processor or third-party AI Model provider) to, use Licensee's Input or Output to train, fine-tune, or otherwise improve its own or any third party's AI Models, except as Licensee opts in to or otherwise authorizes in writing.

8.2 Telemetry; Opt-In. Licensee may opt in to enable Perforce to collect and use Telemetry Data as set forth in this **Section 8.2**. If and only to the extent Licensee opts in, and notwithstanding **Sections 5.1** and **8.1**, Licensee grants Perforce the right to use Telemetry Data for any lawful business purpose, including to operate, support, secure, improve, develop, train, and enhance the Software and the AI Models, without any obligation to Licensee. "Telemetry Data" means technical, diagnostic, usage, and performance data relating to the configuration and use of the Software and the AI Features, such as features used, system interactions, and performance, together with any database schema metadata that Licensee provides to Perforce, in each case excluding the contents of Licensee's databases and any data that directly identifies Licensee or any individual.

9. DISCLAIMERS; LIMITATIONS; UPDATES

9.1 Disclaimer of Warranties. THE AI FEATURES, THE AI MODELS, AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." USE OF THE AI FEATURES AND ANY OUTPUT IS AT LICENSEE'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AI FEATURES ARE PROVIDED 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. PERFORCE DOES NOT WARRANT THAT THE AI FEATURES, THE AI MODELS, OR ANY OUTPUT WILL BE ACCURATE, RELIABLE, CORRECT, ERROR-FREE, UNINTERRUPTED, SUITABLE FOR LICENSEE'S INTENDED USE, OR MEET LICENSEE'S REQUIREMENTS.

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

9.3 Third-Party and Licensee-Supplied Models. Licensee acknowledges that the AI Features use third-party and open-source AI Models and may permit the use of Licensee-Supplied Models that are not controlled or guaranteed by Perforce. Perforce does not represent or warrant the accuracy, legality, completeness, or uniqueness of any Output, or that Output will not incorporate or reflect third-party content. Licensee acknowledges that Output may be similar or identical to Output generated for other customers.

9.4 Updates to AI Features. The parties acknowledge that the use of AI technology continues to evolve and expand. Perforce retains the right to update and enhance the AI Features and AI Models over time, and such updates may be applied automatically without requiring additional consent from Licensee.

10. SUPPORT LIMITATIONS

Notwithstanding anything to the contrary in the Agreement, Perforce's obligations to provide Support Services for the AI Features are limited to their use as provided and described in the Documentation. Perforce will not provide support or troubleshooting for any Licensee-Supplied Model, for any use of an AI Feature with a model other than as provided or designated by Perforce, or for any use outside the Permitted Use or the scope described in this Addendum and the Documentation.

11. INDEMNIFICATION

11.1 Exclusions. Notwithstanding anything to the contrary in the Agreement, Perforce's indemnification obligations shall not apply to any claim, action, or proceeding to the extent it arises from or relates to: (a) any claim of intellectual property infringement or misappropriation by Output; (b) Licensee's use of any AI Feature, AI Model, or Licensee-Supplied Model in a manner that violates this Addendum, the Agreement, or the applicable Third-Party AI Terms; or (c) any Licensee-Supplied Model.

11.2 Licensee Indemnity. To the extent permitted by applicable law, Licensee will indemnify, defend, and hold harmless Perforce, its affiliates, and its licensors from and against any costs, losses, liabilities, and expenses (including reasonable attorneys' fees) from third-party claims arising out of or relating to Licensee's Input, Licensee's use of the AI Features or Output, or any Licensee-Supplied Model.

12. LIMITATION OF LIABILITY

Licensee's use of Output is at its sole risk, and, to the maximum extent permitted by applicable law, Perforce shall not be liable for any consequences arising from any use of or reliance on the AI Features, the AI Models, or any Output. This **Section 12** is in addition to, and does not limit, any limitation or exclusion of liability set forth in the Agreement.

13. MISCELLANEOUS

13.1 Addendum Term. This Addendum remains in effect for so long as Licensee uses any AI Feature, unless earlier terminated in accordance with the Agreement (the "**Addendum Term**").

13.2 Survival. Provisions of this Addendum that by their nature and context are intended to survive termination or expiration will survive.