

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 Offering (defined below).

1. **CONTRACTOR USE.**

1.1. The Customer may allow contractors who require access to and use of the Delphix Offering solely for the Customer’s benefit, provided that: (a) the Customer is responsible for the acts and omissions of such contractors with respect to Delphix Offering licensed under the Master Terms and Conditions; (b) the Customer ensures 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) the Customer has 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 the Master Terms and Conditions. The Customer acknowledges that Perforce has no warranty or other obligations to the Customer’s contractors.

2. **ARTIFICIAL INTELLIGENCE FEATURES.**

2.1. In the event the Customer desires to make use of the AI Features (as defined in Schedule I) available in the Delphix Offering, the AI Feature Addendum for Perforce® Delphix Software attached hereto as **Schedule I** will apply. The definitions of “Input” and “Output” in Schedule I apply for purposes of these Delphix Terms whether or not the Customer uses the AI Features.

3. **DELPHIX DATA CONTROL TOWER TELEMETRY.**

3.1. **Definitions.** For purposes of this **Section 3**:

- 3.1.1. “**Acknowledgement Key**” means the key Perforce issues after it validly receives a Telemetry Export.
- 3.1.2. “**Compliance Window**” means: (i) for a new DCT Instance, thirty (30) days from installation; and (ii) after Registration, each ninety (90) day period from the last successful Delphix Telemetry upload.
- 3.1.3. “**DCT**” means Perforce Delphix Data Control Tower, version 2026.5 or later, and any successor version.
- 3.1.4. “**DCT Instance**” means each installation of DCT deployed by the Customer, or on the Customer’s behalf.
- 3.1.5. “**Delphix Offering**” means the Perforce Delphix software products licensed to the Customer under an Order Form, including DCT and the Covered Engines (each as defined in Section 3), together with the related Documentation.
- 3.1.6. “**Registration**” means completing telemetry registration of a DCT Instance, in online or offline mode, as described in the Documentation.
- 3.1.7. “**Restricted Mode**” means the limited operating state described in **Section 3.5** of these Delphix Terms and, with respect to a Covered Engine, Section 3.7.3 of these Delphix Terms.
- 3.1.8. “**Telemetry Data**” means technical, usage, and license data that DCT generates about its own installation, configuration, and use. The Telemetry Data may include: (i) installation, instance, and license identifiers; (ii) license and capacity use statistics; (iii) feature and API usage; (iv) version, configuration, and deployment information; (v) performance and system health metrics; and (vi) error and diagnostic events. Telemetry Data excludes the contents of the Customer’s databases, masked or virtualized data, and Input and Output as defined in **Schedule I** attached hereto. The

types and categories of the Telemetry Data shared with Perforce are located at: https://help.delphix.com/dct/current/content/delphix_telemetry_data_and_usage.htm#share-d-data.

3.1.9. **“Telemetry Export”** means a file of Telemetry Data generated by DCT for the Customer’s upload to Perforce.

3.2. **Mandatory Telemetry.** Providing Telemetry Data as required by this Section 3 is a required condition of the license to use DCT. It is not an optional feature. The Customer shall: (a) complete Registration of each DCT Instance within its first Compliance Window; and (b) keep each DCT Instance compliant as required by **Section 3.3** of these Delphix Terms. Any partners, resellers, and contractors that deploy or operate DCT for the Customer must also meet these requirements, and the Customer is responsible for their compliance under **Section 1.1** of these Delphix Terms.

3.3. **Upload Requirements.**

3.3.1. **Online Registration.** A DCT Instance registered online uploads Telemetry Data to Perforce automatically each day. The Customer shall maintain the network connectivity needed for these uploads.

3.3.2. **Offline Registration.** For a DCT Instance registered offline, the Customer shall upload a current Telemetry Export at least once every ninety (90) days. Perforce will then issue an Acknowledgement Key, which the Customer will enter into that DCT Instance.

3.3.3. **Interrupted Connection.** If an online DCT Instance stops uploading Telemetry Data, **Section 3.3.2** applies to it until online uploads resume or the Customer submits a Telemetry Export.

3.4. **Notice.** DCT shows in-product notices and banners during the Compliance Window before Restricted Mode takes effect. These in-product notices are sufficient notice for purposes of this **Section 3**. No separate written notice is required.

3.5. **Restricted Mode.** If the Customer does not complete the Registration or upload the Telemetry Data by the end of the applicable Compliance Window, the affected DCT Instance will enter Restricted Mode. While in Restricted Mode:

3.5.1. the DCT Instance is available in read-only form, except for administrative functions;

3.5.2. jobs already running when Restricted Mode starts may finish, but the Customer cannot start new jobs;

3.5.3. existing virtual databases remain available for use, but cannot be snapshotted, bookmarked, or refreshed;

3.5.4. read APIs remain available, and write and action APIs are restricted; and

3.5.5. DCT displays a persistent banner explaining Restricted Mode and how to resolve it.

3.6. **Restoration.** Perforce will restore full functionality of a DCT Instance in Restricted Mode once the Customer completes Registration, uploads a current Telemetry Export, or enters a valid Acknowledgement Key, as applicable. No additional waiting period applies.

3.7. **Delphix Engines.**

3.7.1. **Covered Engines.** A **“Covered Engine”** means each Delphix Continuous Data Engine and Delphix Continuous Compliance Engine that is connected to, registered with, or managed by a DCT Instance.

3.7.2. **Extension of Restricted Mode.** Beginning with the DCT release identified in the Documentation, if a DCT Instance enters Restricted Mode, Perforce may also place each Covered Engine connected to that DCT Instance into Restricted Mode. Perforce will identify in the release notes or in the Documentation the release in which this functionality first becomes available.

- 3.7.3. **Engine Restrictions.** While a Covered Engine is in Restricted Mode, Perforce may limit the functionality of that Covered Engine to an extent no greater than the restrictions in **Section 3.5** of these Delphix Terms. As a result: (i) jobs already running on the Covered Engine may finish; (ii) users other than system processes cannot start new ingestion, snapshot, provisioning, refresh, or masking jobs; (iii) existing virtual databases remain available for use; and (iv) the Covered Engine's administrative functions remain available. The Documentation will describe the specific restrictions for each Covered Engine type.
- 3.7.4. **Notice.** A Covered Engine will not enter Restricted Mode unless the connected DCT Instance has first displayed the notices described in **Section 3.4** of these Delphix Terms. Perforce will also make reasonable efforts to show notice of a pending or active restriction in the Covered Engine's interface.
- 3.7.5. **Restoration.** A Covered Engine is restored by the same steps that restore the connected DCT Instance under **Section 3.6** of these Delphix Terms. No separate registration, upload, or key is required for the Covered Engine. Perforce will restore full functionality of the Covered Engine once the connected DCT Instance is restored.
- 3.7.6. **Accommodations.** An accommodation granted under **Section 3.9** of these Delphix Terms for a DCT Instance also applies to its Covered Engines, unless Perforce's prior written approval states otherwise.
- 3.7.7. **Effect.** **Sections 3.8, 3.11, and 3.12** of these Delphix Terms apply to Covered Engines in the same way they apply to DCT Instances.

3.8. **Effect of Restricted Mode.** Restricted Mode is a contractual condition of the license that the Customer agrees to. It is not a breach of the Master Terms and Conditions by Perforce, a suspension of Support Services, or a failure of any warranty or service level. While a DCT Instance is in Restricted Mode: (a) the Customer's fees and payment obligations continue; and (b) Perforce has no liability for any loss of functionality, delay, or other consequences. The Customer is solely responsible for monitoring in-product notices and keeping each DCT Instance compliant. Notwithstanding the foregoing, a DCT Instance will not enter Restricted Mode, and Perforce will promptly restore it, to the extent the Customer's failure to complete Registration or upload Telemetry Data is directly caused by Perforce's failure to accept a Telemetry Export or issue an Acknowledgement Key as described in the Documentation. This exception does not apply to failures caused by the Customer's network, systems, configuration, or third parties acting for the Customer.

3.9. **Accommodations.** If applicable law, regulation, or a binding government security requirement prohibits or materially limits the Customer's transmission of Telemetry Data, the Customer may submit a written request for an accommodation through the Customer's Perforce account team. The written request must describe the restriction in reasonable detail. Perforce will review it in good faith and may, in its sole discretion: (a) approve a reduced set of Telemetry Data limited to license and support purposes; (b) waive the requirements of this **Section 3** for specific DCT Instances; or (c) deny the request. An accommodation applies only to the DCT Instances and the term stated in Perforce's written approval. Perforce may require periodic re-certification and may revoke an accommodation on thirty (30) days' prior written notice if the basis for it no longer applies. The Customer's audit and license compliance obligations under the Master Terms and Conditions continue during any period of accommodation.

3.10. **Use of Delphix Telemetry.**

- 3.10.1. **Defined Term.** Telemetry Data collected under this **Section 3** is referred to here and in **Schedule I** as "**Delphix Telemetry.**"
- 3.10.2. **Permitted Uses.** Perforce may use Delphix Telemetry to: (i) verify license compliance, capacity, and entitlements; (ii) provide, support, secure, and maintain the Delphix Offering; (iii) manage the customer relationship, including adoption planning; and (iv) analyze, develop, train, and improve Perforce products and services, including the Delphix Offering.

- 3.10.3. **Aggregated Data.** Perforce may use aggregated and de-identified Delphix Telemetry for any lawful business purpose, provided it does not identify the Customer or any individual affiliated with the Customer.
- 3.10.4. **Exclusions.** Delphix Telemetry does not include Input or Output, as defined in **Schedule I** to these Delphix Terms. Nothing in this **Section 3** permits Perforce to use Input or Output in a way that **Section 8.1** of **Schedule I** prohibits.
- 3.10.5. **Personal Information.** If Delphix Telemetry contains any personal information, Perforce will process it under its privacy policy located at <https://www.perforce.com/privacy-policy>. Where legally required, the parties will comply with Perforce's Data Processing Addendum, a copy of which is located at <https://www.perforce.com/legal>.
- 3.10.6. **Relationship to Schedule I of the Delphix Terms.** Delphix Telemetry is mandatory. **Sections 8.2** and **8.3** of **Schedule I** confirm that the AI Feature telemetry opt-in does not apply to Delphix Telemetry. If this **Section 3** and **Schedule I** conflict about Delphix Telemetry, this **Section 3** controls.
- 3.11. **No Circumvention.** The Customer shall not disable, block, modify, spoof, or otherwise interfere with Registration, Telemetry Data, Telemetry Exports, Acknowledgement Keys, or Restricted Mode. The Customer shall not permit any third party to do so. Any such interference will constitute a material breach of the Master Terms and Conditions.
- 3.12. **Other Remedies.** This **Section 3** does not limit Perforce's other rights and remedies under the Master Terms and Conditions. This includes its right to suspend or terminate licenses for non-payment or breach in accordance with the Master Terms and Conditions.

Schedule I to Perforce Delphix Supplemental Terms

AI FEATURE ADDENDUM FOR PERFORCE® DELPHIX SOFTWARE

This AI Feature Addendum for Perforce® Delphix Software (“**Addendum**”) forms Schedule I to, and supplements, the Perforce® Delphix Supplemental Terms (the “**Delphix Terms**”) and the Master Terms and Conditions between Perforce and the Customer. This Addendum governs the Customer’s use of the optional AI Features (as defined below) that Perforce makes available for use in the Delphix Offering. Capitalized terms not defined herein have the meanings set forth in the Delphix Terms or, if not defined there, in the Master Terms and Conditions. In the event of a conflict between this Addendum and the Master Terms and Conditions with respect to the AI Features, this Addendum shall control.

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

1. DEFINITIONS

For purposes of this Addendum:

“**AI Feature**” means any feature or functionality made available through the Delphix Offering 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.

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

“**Documentation**” has the meaning given in the Master Terms and Conditions 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 from time to time.

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

“**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 Delphix Offering. The Customer 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. The Customer 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 the Customer to connect a Customer-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. The Customer may use the AI Features solely for the Permitted Use and in accordance with the Master Terms and Conditions, this Addendum, and any applicable Third-Party AI Terms. The Customer's use of the AI Features shall at all times comply with applicable laws and regulations.

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

- 3.2.1 use any AI Feature or Output for any purpose other than the Permitted Use;
- 3.2.2 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;
- 3.2.3 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
- 3.2.4 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 Delphix Offering or the AI Features.

3.3 Responsibility for Input. The Customer is responsible for its Input, including ensuring that it does not violate any applicable law. The Customer 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. The Customer is solely responsible for its use of, and reliance on, Output. The Customer acknowledges that Output may be inaccurate, incomplete, or non-unique. The Customer 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. CUSTOMER-SUPPLIED MODELS

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

4.2 Customer Responsibility. The Customer is solely responsible for any Customer-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 Customer-Supplied Model.

5. DATA HANDLING

5.1 Local Processing. All processing of Input and generation of Output by the AI Features occurs within the Customer's environment, and no Input or Output is transmitted outside the Customer's environment. Notwithstanding the foregoing, to the extent the Customer elects to use a Customer-Supplied Model, the Customer acknowledges that Input may be transmitted to the third-party AI provider that the Customer 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 the Customer 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 the Customer's databases. Perforce retains the right to update the categories of data the AI Models process upon notice to the Customer.

6. THIRD-PARTY AI TERMS

The Customer acknowledges that the AI Features use third-party and open-source AI Models, and that the Customer's use of those AI Models may be subject to the applicable Third-Party AI Terms. The Customer 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, the Customer retains all right, title, and interest in and to its Input, and shall own the Output generated by the Customer through its use of the AI Features. The Customer 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 the Customer.

7.2 AI Features. As between the parties, Perforce and its licensors, as applicable, retain all right, title, and interest in and to the Delphix Offering, the AI Features, and the AI Models, together with all intellectual property rights therein. The Customer's use of the AI Features and Output grants the Customer 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 Customer Data. Perforce will not, and will not permit any third party (including any subcontractor, sub-processor or third-party AI Model provider) to, use the Customer's Input or Output to train, fine-tune, or otherwise improve its own or any third party's AI Models, except as the Customer opts in to or otherwise authorizes in writing.

8.2 Telemetry; Opt-In. The Customer may opt in to enable Perforce to collect and use AI Telemetry Data as set forth in this **Section 8.2**. If and only to the extent the Customer opts in, and notwithstanding **Sections 5.1** and **8.1**, the Customer grants Perforce the right to use AI Telemetry Data for any lawful business purpose, including to operate, support, secure, improve, develop, train, and enhance the Delphix Offering and the AI Models, without any obligation to the Customer. "**AI Telemetry Data**" means technical, diagnostic, usage, and performance data relating to the configuration and use of the Delphix Offering and the AI Features, such as features used, system interactions, and performance, together with any database schema metadata that the Customer provides to Perforce, in each case excluding the contents of the Customer's databases and any data that directly identifies the Customer or any individual. This **Section 8.2** applies only to AI Telemetry Data relating to the AI Features. It does not apply to, limit, or require the Customer's opt-in for any **Delphix Telemetry (as defined in Section 3.10.1 of the Delphix Terms)**. Delphix Telemetry is mandatory, and **Section 3** of the Perforce Delphix Supplemental Terms governs its collection and use. If the Customer opts out of, or does not opt in to, this **Section 8.2**, that choice does not excuse the Customer from its Delphix Telemetry obligations.

8.3 Delphix Telemetry. The Customer acknowledges that Delphix Telemetry does not include Input or Output. Collecting and transmitting Delphix Telemetry does not breach **Section 5.1**, **Section 8.1**, or any other provision of this Addendum. If this Addendum and **Section 3** of the Perforce Delphix Supplemental Terms conflict about Delphix Telemetry, **Section 3** of the Perforce Delphix Supplemental Terms controls.

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 THE CUSTOMER'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 THE CUSTOMER'S INTENDED USE, OR MEET THE CUSTOMER'S REQUIREMENTS.

9.2 Limitations of Artificial Intelligence. The Customer 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 Customer-Supplied Models. The Customer acknowledges that the AI Features use third-party and open-source AI Models and may permit the use of Customer-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. The Customer 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 the Customer.

10. SUPPORT LIMITATIONS

Notwithstanding anything to the contrary in the Master Terms and Conditions, 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 Customer-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 Master Terms and Conditions, 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) the Customer's use of any AI Feature, AI Model, or Customer-Supplied Model in a manner that violates this Addendum, the Master Terms and Conditions, or the applicable Third-Party AI Terms; or (c) any Customer-Supplied Model.

11.2 Customer Indemnity. To the extent permitted by applicable law, the Customer 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 the Customer's Input, the Customer's use of the AI Features or Output, or any Customer-Supplied Model.

12. LIMITATION OF LIABILITY

The Customer'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 Master Terms and Conditions.

13. MISCELLANEOUS

13.1 Addendum Term. This Addendum remains in effect for so long as the Customer uses any AI Feature, unless earlier terminated in accordance with the Master Terms and Conditions (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.