SOFTWARE SUPPORT TERMS AND CONDITIONS

THESE SOFTWARE SUPPORT TERMS AND CONDITIONS (these "**Terms and Conditions**") apply to the Helix ALM and Hansoft software products (the "**Software**") sold and licensed by Perforce Software, Inc., on behalf of itself and its subsidiaries and affiliates ("**Perforce**"). These Terms and Conditions are subject to change at Perforce's discretion; *provided however*, that material changes shall not take effect for supported Licensees of the Software (each a "**Licensee**") until the renewal of the Licensee's Software Support period. Licensees without current Software Support do not receive updates, upgrades, Releases (defined in Section 1.7 below), or patches for the Software, Software downloads for reinstallation, telephone, e-mail, or web-based assistance, or any other support offered by Perforce.

1. **DEFINITIONS**

    1.1. "**Authorized Technical Contact**" means the individuals identified by Licensee in writing for purposes of submitting Software Support requests, receiving notifications from Perforce, including, without limitation, notifications for reporting Issues and providing Updates, and collaborating with Perforce to resolve Issues.

    1.2. "**Critical Problem**" means an Issue where an entire group is either prevented from performing critical tasks in the Software or the Software does not perform as specified in the Documentation. The following symptoms are examples of a Critical Problem: (i) the failure of the Software's engine following a server upgrade; (ii) denial of access to the server where the Software resides; or (iii) the failure to recover the Software's server data after a hardware failure or crash.

    1.3. "**Documentation**" means the then-current printed and digital user manual(s), instructions, on- line help files, and technical documentation for the Software (including releases) made available by Perforce, and any materials or deliverables that Perforce provides to Licensee as part of the licensing agreement, or in the course of providing the Software Support to the Licensee.

    1.4. "**Issue**" means any failure, error or problem in or with Software that causes or results in the Software not being Operational.

    1.5. "**Operational**" means the Software, or any Perforce - supplied component thereof, is (i) functional and available to its intended end user in accordance with the Documentation, and (ii) not experiencing any end user impacting errors, defects or service-limiting issues.

    1.6. "**Priority Level**" means the level of impact assigned to an Issue based on the classifications set forth in these Terms and Conditions, with Priority Level 1 having the greatest impact on Licensee, and Priority Level 4 having the least.

    1.7. "**Release**" means any version of the Software that is made commercially available by Perforce at or after the initial delivery of such Software, including any software provided for the purpose of improving the functions or performance of the Software, exposing the capability or ease of operations of the Software, or for the purpose of fixing errors in the program logic, together with any related Documentation. Releases shall not include new or separate products or Software that Perforce offers for an additional fee to its customers.

    1.8. "**Resolution Time**" means the time it takes Perforce to apply a functional resolution to the reported Issue measured from the time the initial notification was made by an Authorized Technical Contact to Perforce according to the appropriate communication channel as set forth in Section 4 below until Perforce provides Licensee with a permanent solution or a temporary workaround that solves a reported Issue .

    1.9. "**Response Time**" is measured from the time the initial notification was made by an Authorized Technical Contact to Perforce, according to the appropriate communication channel as set forth in Section 4 below, until Perforce responds to the Authorized Technical Contact.

1.10.   "**Software Support**" means technical support and maintenance services for the Software, and any new releases to the Software for which a licensee is paying the Software Support fee, whether separately for perpetual licenses of the Software, or as included in the subscription license fee for the Software, as applicable.

2. **ISSUE REPORTING; RESPONSE AND RESOLUTION TIMES**

2.1. **Issue Reporting**. Licensee may report Issues to the Perforce Helpdesk, indicating the Priority Level of the Issue that the error is causing Licensee, by using one of the approved communication methods set forth below in Section 4.

2.2. **Issue Response and Resolution**. Perforce shall contact an Authorized Technical Contact using one of the approved communication methods set forth in Section 4 below to acknowledge that an Issue has been reported and that Perforce is actively working to resolve such Issue in accordance with the Response Times set forth below. Perforce will correct an Issue in accordance with Resolution Times set forth below and shall provide the Authorized Technical Contact with updates on the progress of the resolution ("**Updates**") in accordance with the times set forth in the Updates column in the table below.

Priority Level	Response Time*	Resolution Time*	Updates
1	1 hour	8 hours	Periodically, as appropriate, or as requested
2	1 hour	24 hours	Periodically, as appropriate, or as requested
3	<4 hours	2 business days	Daily or as requested
4	<1 business days	<10 business days	Daily or as requested
* Updates, Response and Resolution Times shall be during Perforce's operations hours which are provided in Section 4 below.			

2.3. **Priority Levels**. All Issues will be categorized by Licensee or Perforce, as applicable, according to the Priority Level categories set forth below. In the event that Licensee and Perforce disagree with the classification of an Issue, such dispute will be resolved in accordance with a mutually agreed upon dispute resolution process.

2.3.1. "**Priority 1**" shall mean that the Software is not Operational and end users cannot access the Software, or the functionality is significantly decreased, or back up or other security of data can no longer be performed. Priority 1 Issues shall require continuous effort until functionality is restored either via an operational workaround or full resolution of the issue is achieved by Perforce.

2.3.2. "**Priority 2**" shall mean that while the Software is Operational, (i) functional limitations or restrictions have materially impacted Licensee's operations, (ii) non-essential functions were disabled in production, or (iii) essential non-production functions were disabled.

2.3.3. "**Priority 3**" shall mean that the Software is Operational with functional limitations or restrictions that are not critical to the overall operation of the Software or do not materially impact Licensee's

operations.

2.3.4. "**Priority 4**" shall mean that the Software is Operational with problems or errors that have little impact on operation of the Software or on Licensee's operations. "Priority 4" will also include reporting of errors found in the Documentation.

3. **STANDARD SOFTWARE SUPPORT LOCATIONS, HOURS AND CONTACT INFORMATION**

3.1. Licensee's Authorized Technical Contact(s) will be able to receive standard Software Support from the following locations using the contact information provided below during the times provided below, which are also provided on Perforce's website located at: https://www.perforce.com/support.

Location	Hours	Contact Details
North America	Monday – Friday 8:00 am to 5:00 pm (Eastern Time), except for the following holidays in the United States (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day)	+1 (513) 754-1655 support@perforce.com Request Support
Europe	Monday – Friday 8:00 am to 5:00 pm (British Time), except for the following holidays in the United Kingdom (New Year's Day, Good Friday, Easter Monday, Early May Bank Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day, and Boxing Day)	+44(0) 1189 771020 support@perforce.com Request Support
Australia	Monday – Friday 8:00 am to 5:00 pm (Australian Eastern Time), except for the following holidays in Australia (New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day)	+61 (2) 9054-3712 support@perforce.com Request Support

4. **SERVICE LEVEL OBLIGATIONS**

4.1. **Termination Right**. Without limiting the foregoing, Licensee shall have the right to terminate the Software Schedule immediately upon written notice to Perforce, and without further liability to Perforce if (i) Perforce fails to meet the Resolution Time Commitments in any three (3) consecutive calendar months during the Term, or (ii) Perforce fails to meet the Resolution Time Commitments in any four (4) calendar months during a twelve-month period during the term set forth in the Software Schedule, provided that Licensee provides all information and data reasonably requested by Perforce in a timely manner in order to facilitate meeting the Resolution Time Commitments.

5. **RELEASES AND PATCHES**

5.1. Perforce will make each Release of the Software published during the term of Licensee's Software Schedule available to Licensee for download on an ftp site provided to Licensee, or other location as agreed upon in writing by the Parties. All such downloads must be initiated by Licensee. Perforce will provide Releases that implement corrections, and Perforce will provide reasonable assistance to Licensee in applying the Release in a way that can avoid diagnosed errors, malfunctions, and defects.

5.2. Perforce will provide patches for the latest server Releases and earlier server products for two years after

the Software's initial availability.

6. **CRITICAL CARE SERVICES FOR HELIX ALM**

6.1. In consideration of an additional fee (the "**Critical Care Support Services Fee(s)**") paid by Licensee, then, in addition to the Software Support Services provided above, if Licensee experiences a Critical Problem with its Helix ALM Software, then Perforce shall provide the Licensee with the following services (the "**Critical Care Support Services**"):

6.1.1. Perforce will provide Licensee with a telephone response from a technical support engineer within 60 minutes of reporting a Critical Problem to Perforce by telephone at Perforce's designated Critical Care telephone number, which is provided to Licensee upon receipt of the Critical Care Support Services Fee.

7. **EXCLUSIONS FROM SOFTWARE SUPPORT SERVICES AND CRITICAL CARE SUPPORT SERVICES**

7.1. Perforce has no obligations to: (a) provide Software Support Services, or Critical Care Support Services for Helix ALM Software, where hardware, tools, or software other than those supplied by or approved by Perforce have been incorporated into the Software; (b) provide Support for Software damaged by, or caused by, Licensee; (c) import or export Licensee data, create or modify custom business rules or reports, or support custom modifications of the Software; or (d) provide Software Support Services, or Critical Care Support Services for Helix ALM Software, for problems that cannot be reproduced in running the Software in a configuration meeting published Perforce specifications.