

**ACTION BY WRITTEN CONSENT
OF
THE STOCKHOLDERS
OF
METHODICS HOLDINGS, INC.**

(a Delaware corporation)

Pursuant to Section 228 of the General Corporation Law of the State of Delaware (the “**DGCL**”) and the Bylaws of Methodics Holdings, Inc., a Delaware corporation (the “**Company**”), the undersigned stockholders, constituting the holders of a majority of the Company’s Common Stock, par value \$0.01 per share, hereby waive all notices, statutory or otherwise, and do hereby adopt and approve the following resolutions by written consent in lieu of a special meeting and do hereby consent to the taking of the actions herein set forth:

APPROVAL OF MERGER AGREEMENT

WHEREAS, the Company intends to enter into an Agreement and Plan of Merger, substantially in the form attached hereto as Exhibit A (the “**Merger Agreement**”), by and among the Company, Perforce Software, Inc., a Delaware corporation (“**Parent**”), WC Acquisition Sub, Inc., a Delaware corporation (“**Merger Sub**”), and Fergus Slorach, solely in his capacity as the representative for the Company’s securityholders (the “**Representative**”), pursuant to which, among other matters, and on the terms set forth in the Merger Agreement, Merger Sub will be merged with and into the Company, with the Company surviving as a wholly-owned subsidiary of Parent (the “**Merger**”) upon the filing of the Certificate of Merger (as defined in the Merger Agreement) with the Office of the Secretary of State of the State of Delaware;

WHEREAS, the Board of Directors of the Company (the “**Board**”) has unanimously (i) determined and declared that it is advisable, fair to and in the best interests of the Company and its stockholders to enter into the Merger Agreement and to consummate the transactions contemplated thereby, including the Merger, (ii) approved the execution, delivery and performance of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Merger, and (iii) recommended to the stockholders of the Company that they adopt the Merger Agreement and thereby approve the appointment of Fergus Slorach as the Representative, the Merger, and the other transactions contemplated by the Merger Agreement;

WHEREAS, each undersigned stockholder (i) has been advised to consult with his, her or its own legal, tax and/or financial advisor(s) regarding the consequences to him, her or it of the Merger, the Merger Agreement, the appointment of Fergus Slorach as the Representative, and the execution of this Action by Written Consent of the Stockholders, (ii) acknowledges that to the extent so desired, he, she or it has availed himself, herself or itself of such right and opportunity, (iii) has carefully reviewed and considered the terms of the Merger and the Merger Agreement, including, but not limited to, the appointment of Fergus Slorach as the Representative, and deems it to be fair and in the best interests of the stockholders and the Company to adopt the Merger Agreement and approve the Merger pursuant to and in accordance with the terms of the Merger Agreement and (iv) is competent to execute this Action by Written Consent of the Stockholders free from coercion, duress or undue influence; and

WHEREAS, the undersigned desire to authorize, accept, approve and adopt the Merger Agreement and all ancillary agreements and documents contemplated by the Merger Agreement to which the Company will become a party (together with the Merger Agreement, collectively, the “**Merger Documents**”), and to

approve the transactions contemplated by the Merger Documents, including the Merger and the appointment of Fergus Slorach as the Representative.

NOW, THEREFORE, BE IT RESOLVED, that the Merger Agreement, the terms and conditions set forth therein, and each of the transactions contemplated thereby, including, without limitation, the Merger, hereby are authorized, accepted, approved and adopted in all respects;

RESOLVED FURTHER, that the appointment of Fergus Slorach as the Representative under the Merger Agreement is hereby authorized, accepted, approved and adopted in all respects;

RESOLVED FURTHER, that the other Merger Documents, the terms and conditions set forth therein and each of the transactions contemplated thereby, hereby are authorized, accepted, approved and adopted in all respects;

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Company, upon the consummation of the Merger Agreement, to file the Certificate of Merger with the Secretary of State of the State of Delaware effecting the Merger; and

RESOLVED FURTHER, that the undersigned stockholders of the Company hereby irrevocably waive any notice (including, without limitation, with respect to the form and timing of such notice) with respect to the Merger, the Merger Agreement and the transactions contemplated thereby to which such stockholders may be entitled pursuant to the DGCL, the Certificate of Incorporation of the Company, the Bylaws of the Company, any agreements by and among the Company and any or all of such stockholders or otherwise.

APPROVAL OF INTERESTED PARTY TRANSACTION

WHEREAS, Section 144 of the DGCL provides that a transaction between a corporation and one or more of its directors or officers or a corporation and another entity in which one or more of its directors or officers has a financial interest or is an officer or director shall not be void or voidable solely because the officer or director is present at or participates in the meeting of the Board which authorized the transaction (any such party is referred to herein individually as an “*Interested Party*,” or collectively as the “*Interested Parties*,” and any such contract or transaction is referred to herein as an “*Interested Party Transaction*”) if (i) the material facts as to the Interested Party’s relationship or interest and as to the Interested Party Transaction are disclosed or known to the Board and the disinterested directors of the Board authorize the Interested Party Transaction, in good faith; (ii) the material facts as to the Interested Party’s relationship or interest and as to the Interested Party Transaction are disclosed or are known to the stockholders entitled to vote thereon, and the Interested Party Transaction is specifically approved in good faith by a vote of the stockholders; or (iii) the Interested Party Transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS, it is hereby fully disclosed or is known to the stockholders that Simon Butler, an officer and director of the Company, plans to execute a retention agreement, which provides for his receiving certain consideration upon the consummation of the Merger;

WHEREAS, it is hereby fully disclosed or is known to the stockholders that Fergus Slorach, a director of the Company, plans to execute a retention agreement, which provides for his receiving certain consideration upon the consummation of the Merger;

WHEREAS, as a result of the aforementioned interests, each of Messrs. Butler and Slorach is (or may be deemed to be) an Interested Party and the Merger is (or may be deemed to be) an Interested Party Transaction; and

WHEREAS, the undersigned stockholders are aware of the material facts related to the Merger and the aforementioned interests and have had an adequate opportunity to ask questions regarding, and investigate the relationships and/or interests of, the Interested Parties in connection with the Merger.

NOW, THEREFORE, BE IT RESOLVED, that, after due inquiry, the undersigned stockholders hereby determine that the Merger and the Company's entry into the Merger Agreement is appropriate for, in the best interests of, and advisable, just and reasonable to, the Company and its stockholders.

INDEMNIFICATION; HOLDBACK AMOUNT

WHEREAS, the Merger Agreement provides that the Securityholders (as defined in the Merger Agreement) of the Company (collectively, the "*Indemnitors*") agree to indemnify (i) severally (and not jointly) (each based on their respective Pro Rata Share (as defined in the Merger Agreement)), the Representative from and against all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (including the reasonable and documented fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) arising out of or in connection with the performance of such Representative's duties under the Merger Agreement except for any such liability finally adjudicated to have been directly caused by the fraud, bad faith, gross negligence or willful misconduct of the Representative; and (ii) (A) severally and not jointly (each based on their respective Pro Rata Share), the Parent Indemnified Parties (as defined in the Merger Agreement) from and against any and all Damages (as defined in the Merger Agreement) incurred by such Parent Indemnified Party as a result of or arising from breaches of representations and covenants, and certain other matters, and (B) jointly and not severally with respect to certain matters relating to the rebranding of the Percipient product and disputes arising from the "Percipient" mark, in each case as further described in the Merger Agreement (collectively, the "*Indemnification Obligations*").

NOW, THEREFORE, BE IT RESOLVED, that the undersigned stockholders hereby approve the Indemnification Obligations;

RESOLVED FURTHER, that the undersigned stockholders hereby approve of the withholding of a portion of the consideration otherwise payable to the Company's stockholders in connection with the Merger, which such amount shall be held by Parent for a period of twelve (12) months following the closing of the Merger Agreement as partial security for the indemnification obligations of the Indemnitors set forth in Article 7 of the Merger Agreement, in accordance with the terms of the Merger Agreement; and

RESOLVED FURTHER, that each of the undersigned stockholders hereby agrees to be subject to and bound by the terms and conditions of the Merger Agreement applicable to the Securityholders, including without limitation (i) the indemnification obligations of the Securityholders in Article 7 of the Merger Agreement, and (ii) the indemnification obligations of the Securityholders in Section 9.11 of the Merger Agreement.

WAIVER OF APPRAISAL AND/OR DISSENTERS' RIGHTS

RESOLVED, that each of the undersigned stockholders hereby affirmatively and irrevocably waives (i) any right of appraisal the undersigned may have arising in connection with the Merger under Section 262 of the DGCL and under any other applicable law or regulation granting such stockholder the right to have such stockholder's shares of capital stock of the Company appraised in connection with the

Merger and (ii) if applicable, any rights to dissent in connection with the Merger under Chapter 13 of the California Corporations Code and under any other applicable law or regulation that may grant such stockholder the right to demand that the Company purchase such stockholder's shares at their fair market value.

GENERAL RESOLUTIONS; EFFECTIVENESS

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, for an on behalf of the Company, to take any and all such further action, to execute and deliver the Merger Agreement, the Certificate of Merger and any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company or such officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of his or her authorization hereunder and approval thereof;

RESOLVED FURTHER, that any and all actions taken by the directors or officers of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed in all respects; and

RESOLVED FURTHER, that in accordance with Section 228(c) of the DGCL, this Action by Written Consent shall be effective immediately upon the execution and delivery of the Merger Agreement by all parties thereto.

[Signature pages follow]

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

JFAS HOLDINGS LIMITED

Date: _____

By: _____

Name: Fergus Slorach

Title:

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

SIMON BUTLER

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

ANTONIO LUCAS BUTLER 2020
IRREVOCABLE TRUST

Date: _____

By: _____

Name: David Hoppe

Title: Trustee of the Antonio Lucas Butler 2020
Irrevocable Trust

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

VINICIUS ANDREW BUTLER 2020
IRREVOCABLE TRUST

Date: _____

By: _____

Name: David Hoppe

Title: Trustee of the Vinicius Andrew Butler 2020
Irrevocable Trust

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

VISHAL MOONDHRA

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

ERIC PEERS

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

STEVE PADNOS

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

ANDREW SHARP

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

SUNIL RAJ

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

RADO PRAHOV

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

UDAY SHANKAR

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

YUANBEN LIU

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

HUBERT DERENNE

Date: _____

**[Signature Page to the Action by Written Consent of the
Stockholders of Methodics Holdings, Inc.]**

By executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the Company's capital stock held by such stockholder in favor of the above resolutions. By signing below, the undersigned acknowledges and agrees that upon attaining the requisite approval for actions taken herein, this Action by Written Consent shall be irrevocable. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this Action by Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing. This Action by Written Consent shall be filed with the minutes of the proceedings of the stockholders of the Company.

Stockholder:

JERRY BROCKLEHURST

Date: _____

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

(see attached)