

**LETTER OF TRANSMITTAL
TO SURRENDER SHARES OF CAPITAL STOCK OF**

Methodics Holdings, Inc., a Delaware corporation (the “Company”)

This Letter of Transmittal is being delivered to each record holder of shares of Common Stock, par value \$0.01 per share, of the Company (“Company Common Stock”) in connection with that certain Agreement and Plan of Merger, to be dated on or around July 8, 2020 (the “Merger Agreement”), by and among Perforce Software, Inc., a Delaware corporation (“Parent”), WC Acquisition Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent (“Merger Sub”), the Company, and Fergus Slorach, solely in his capacity as the representative for the Company’s stockholders (the “Sellers’ Representative”). Subject to the terms and conditions of the Merger Agreement, at the Effective Time, Merger Sub will be merged with and into the Company (the “Merger”) with the Company surviving as a wholly-owned subsidiary of Parent, and the Company’s outstanding shares of Company Common Stock will be converted into the right to receive cash in an aggregate amount equal to the Common Stock Merger Consideration, without interest. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Merger Agreement.

In order to exchange your shares of Company Common Stock for the applicable Common Stock Merger Consideration due to you in connection with the Merger, you must deliver a properly completed and duly signed Letter of Transmittal, and a properly completed IRS Form W-9 or W-8 (as described in more detail below).

Please read the accompanying Instructions carefully and then complete and return this Letter of Transmittal, and Form W-9 or W-8 (as applicable) electronically through PNC Bank’s online stockholder portal, PNC PAID, by email to pncpaidsupport@pnc.com, or by mail to the address set forth below.

The Paying Agent is:
PNC Bank, National Association

By Mail

PNC Bank, National Association
Attn: Payment Administration
IDS Building
80 South Eighth Street, Suite 3715
Minneapolis, MN 55402

By Overnight Courier:

PNC Bank, National Association
Attn: Payment Administration
IDS Building
80 South Eighth Street, Suite 3715
Minneapolis, MN 55402

**For information please contact the Paying Agent’s support team at 833.762.3855 or
pncpaidsupport@pnc.com**

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. NO ALTERNATIVE, CONDITIONAL OR CONTINGENT SUBMISSIONS WILL BE ACCEPTED. THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL IS AT THE OPTION AND RISK OF THE OWNER.

How to Receive Your Proceeds.

To receive your portion of the Common Stock Merger Consideration, you will need to complete the following steps. If you will be completing your Letter of Transmittal electronically, the steps below are offered through PNC PAID; however, if you wish to complete the Letter of Transmittal in hard copy please follow the steps:

1. **Registered Holder information (Section 1).**
2. **List the Company Common Stock being electronically surrendered for Common Stock Merger Consideration (Section 2).**
3. **Select your payment method (Section 3).**
4. **Complete your payment information. ONLY complete Section 3(a), 3(b) or 3(c).**
5. **Complete IRS Form W-9 or W-8, as applicable.**
6. **Sign this Letter of Transmittal.**
7. **Complete Medallion Guarantee ONLY IF** the Common Stock Merger Consideration for Company Common Stock being electronically surrendered for payment are to be made to any payee other than the Registered Holder.

WHEN Steps 1-7 are complete, please send the Securities (and Medallion Guarantee only if applicable) to the following address:

PNC Bank, N.A.
Attn: Payment Administration
80 S. 8th Street, Suite 3715
Minneapolis, MN 55402

The method of delivery of this Letter of Transmittal and other documents is at the election and risk of the undersigned.

We recommend you send it by traceable courier or registered mail, return receipt requested and insured. For additional information please email pncpaidsupport@pnc.com or call 833-762-3855.

Section 1. Registered Holder Information.

Name(s) of Registered Holder(s) exactly as name(s) appear(s) on Company Registry	Andrew Sharp
Address	212 Thompson Sq
City	Mountain View
State/Province	CA
Postal/Zip Code	94043
Country	US
Email Address of Registered Holder	andy@lopoco.com

By providing your email address, you hereby agree and understand that you are providing your consent to the electronic delivery of any and all disclosures, information or documents about the service and related matters in connection with this Letter of Transmittal ("Account"). Electronic Communications covered by your consent may include, but are not limited to: PNC Privacy Policy, IRS Tax Forms, letters, notices or alerts regarding your Account, any disclosure required by federal, state or local law, and other information, documents, data records and other legal notices that may relate to your Account. Your consent will continue to apply and you will continue to receive electronically the applicable or requested information pertaining to your Account above until you are no longer an accountholder, or until you withdraw your consent. You may withdraw your consent to receiving Account documents and communications electronically at any time, by contacting us in writing at PNC Financial Services Group, Attn: Payment Administration, 80 S. 8th Street, Suite 3715, Minneapolis, MN 55402. If you do, you will receive certain Account documents issued after the date on which you withdraw such consent in paper form. Any withdrawal of your consent to Electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal request. To access and retain Electronic Communications, you must have: (i) ssl enabled web browsers, (ii) an email address and a personal computer or equivalent device capable of connecting, and actually connected, to the Internet, (iii) Acrobat Reader software version 6.0 or higher to view documents in Portable Document Format (PDF). This viewer is available for download, free of charge, from www.adobe.com and (iv) sufficient electronic storage capability on your hard drive or other data storage facility or a means to print or store notices and information through your browser software.

Section 3. Method of Payment.

Please **SELECT ONLY ONE** of the following methods of payment to receive your proceeds, and complete the corresponding "Payment Information" in Section 3(a), 3(b) or 3(c).

Wire Transfer <input type="checkbox"/> If selected, please complete the "Wire Transfer" Section 3(a) below. \$50 wire fee deducted from the proceeds of the payment	Automated Clearing House <input checked="" type="checkbox"/> If selected, please complete the "ACH" Section 3(b) below. No Fee	Check <input type="checkbox"/> If selected, please complete the "Check" Section 3(c) below. \$40 wire fee deducted from the proceeds of the payment
<input type="checkbox"/> Check this box ONLY if you want payment issued to a name OTHER THAN the Registered Holder. If checked, you will be required to obtain and deliver a Medallion Guarantee and complete the following information before payment will be issued.		

Section 3(a). Payment Information. Wire Transfer.

Bank Name _____ Fedwire ABA Number _____ Name on Bank Account _____ Account Number _____ FFC Account Name (if applicable) _____ FFC Account Number (if applicable) _____ Bank Contact/Telephone Number _____ IBAN (if applicable) _____ SWIFT (if applicable) _____ <small>**You agree that any error in payment (i.e. overpayment, duplicate payment, fraudulent payment, or otherwise) will be reversed through a debit to such account.</small>

Section 3(b). Payment Information. Automated Clearing House (ACH).

Bank Name PREMIER AMERICA CREDIT UNION

Fedwire ABA Number 322283990

Name on Bank Account Andrew Sharp

Account Number 76996081

Account Type:

Consumer		Commercial	
Checking <input checked="" type="checkbox"/>	Savings <input type="checkbox"/>	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>

***You agree that any error in payment (i.e. overpayment, duplicate payment, fraudulent payment, or otherwise) will be reversed through a debit to such account.*

Section 3(c). Payment Information. Check.

CHECK ISSUANCE

Name: _____

Address: _____

City: _____

State/Province: _____

Postal/Zip Code: _____

Country: _____

Ladies and Gentlemen:

In connection with the Merger, the undersigned hereby surrenders the shares of Company Common Stock described in Section 2 of this Letter of Transmittal (the “Shares”) and represents and warrants that the number of Shares of Company Common Stock described in the applicable table(s) above is the number of Shares of Company Common Stock owned by the undersigned as of immediately before the Merger.

By virtue of the Merger, subject to the terms and conditions of the Merger Agreement, the Shares of Company Common Stock will be converted into the right to receive cash in an aggregate amount equal to the applicable portion of the Common Stock Merger Consideration, without interest.

The undersigned, upon request, will execute and deliver any additional documents deemed by PNC Bank, National Association (the “Paying Agent”) to be necessary or desirable to complete the electronic surrender of the Shares listed above in order to receive payment as a result of the Merger.

All authority herein conferred or agreed to be conferred herein shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. The electronic surrender of Shares hereby is irrevocable and, once delivered to the Paying Agent through submission of this executed Letter of Transmittal and accompanying documentation, may not be withdrawn under any circumstances.

The undersigned understands that electronic surrender is not made in acceptable form until the receipt by Paying Agent of this Letter of Transmittal, or a manually-signed facsimile hereof, properly completed and duly signed, together with all accompanying evidences of authority and other documents in form satisfactory to Paying Agent. All questions as to validity, form and eligibility of any electronic surrender of Shares hereby will be determined by Paying Agent, in its sole discretion, and such determination shall be final and binding.

The undersigned understands that, if the Merger occurs, payment to it of its portion of the Common Stock Merger Consideration will be made, provided that the Paying Agent has received electronic surrender of Shares in acceptable form, (i) with respect to the Per Share Closing Merger Consideration for each share of Company Common Stock payable on the Closing Date of the Merger, as promptly as practicable on or after the Closing Date (and in any event within approximately two (2) Business Days thereafter) and (ii) with respect to any portion of the Merger Consideration that becomes payable after the Closing Date, as promptly as practicable after receipt by the Paying Agent of such amounts for distribution in respect of the electronically surrendered Shares (and in any event within approximately two (2) Business Days thereafter). Please retain a copy of this Letter of Transmittal for your records.

ACKNOWLEDGEMENTS AND AGREEMENTS

1. Surrender of Shares. In connection with the Merger pursuant to the Merger Agreement, the undersigned hereby surrenders, subject to the terms and conditions of the Merger Agreement, the Shares owned by the undersigned in exchange for, and for the purpose of receiving, an amount in cash equal to the undersigned's applicable portion of the Common Stock Merger Consideration payable pursuant to the Merger Agreement. The undersigned revokes any and all authority, other than as granted in this Letter of Transmittal, whether as agent, attorney, attorney-in-fact, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the Shares and no subsequent authority, whether as agent, attorney, attorney-in-fact, proxy or otherwise, will be granted with respect to the Shares.
2. Payment of Common Stock Merger Consideration. Payment of the applicable Common Stock Merger Consideration in exchange for Shares is conditioned on multiple items, including (a) the closing of the Merger and receipt of the Common Stock Merger Consideration by the Paying Agent and (ii) receipt by the Paying Agent of an accurately completed Letter of Transmittal. No interest will accrue on any cash payments made by the Paying Agent. All questions as to validity, form and eligibility of any surrender of Shares hereby will be determined by Parent (which may delegate power in whole or in part to the Paying Agent) and such determination shall be final and binding.
3. Representations and Warranties.
 - (a) The undersigned hereby represents and warrants to the Company, Parent, Merger Sub, the Sellers' Representative and the Paying Agent that (i) he, she or it owns of record and beneficially the Shares, free and clear of any lien, pledge, encumbrance, charge, security interest, adverse or other claim, community property interest, condition, equitable interest, option, warrant, right of first refusal, put, call or any other restriction on transfer (other than any restriction under any securities laws), (ii) the Shares have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any such Shares, to any other person, (iii) the surrender of the Shares complies with all applicable laws, (iv) all information provided by the undersigned in this Letter of Transmittal is true, complete and accurate and (v) the undersigned has full power and authority to execute this Letter of Transmittal and to deliver and surrender the Shares for cancellation and exchange.
 - (b) The undersigned acknowledges that he, she or it has received and reviewed, or has otherwise been afforded the opportunity to review, the Merger Agreement and each other Ancillary Agreement binding on such undersigned, has had an opportunity to obtain the advice of counsel prior to executing this Letter of Transmittal and fully understands and accepts all of the provisions hereof and of the Merger Agreement, including that the consummation of the Merger is subject to the conditions set forth in the Merger Agreement, and so there can be no assurance that the Merger will be consummated.
 - (c) The undersigned acknowledges that upon receipt of the Per Share Closing Merger Consideration in accordance with the Merger Agreement, less applicable

withholdings as described herein, plus any additional Merger proceeds payable post-Closing pursuant to Sections 2.08, 2.09, 2.10, and 7.07 of the Merger Agreement, he, she or it will have received full payment to which he, she or it is entitled with respect to all Shares owned by the undersigned, and that such applicable portion of the Common Stock Merger Consideration will be paid without interest.

4. Acknowledgement and Agreement to Be Bound. The undersigned (i) acknowledges that the delivery of the Shares shall be effected, and risk of loss with respect to title shall pass, only upon proper delivery and receipt of this Letter of Transmittal, properly executed, (ii) acknowledges the appointment of the Sellers' Representative as the undersigned's representative to perform the duties, and to have the rights, set forth in Section 9.11 of the Merger Agreement, and (iii) agrees to be bound by the indemnification obligations applicable to the undersigned pursuant to Section 9.11 and Article 7 of the Merger Agreement.
5. Indemnification Obligations. Without limiting the generality of paragraph 4 above, as set forth in Section 9.11 and Article 7 of the Merger Agreement, the Securityholders have agreed to indemnify: (i) severally (and not jointly) (each based on their respective Pro Rata Share), the Sellers' 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 Sellers' 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 Sellers' Representative; and (ii) severally and not jointly (each based on their respective Pro Rata Share), the Parent Indemnified Parties from and against any and all Damages incurred by such Parent Indemnified Party as a result of or arising from breaches of representations and covenants, as well as Indemnified Taxes and certain other matters addressed in Section 7.02 of the Merger Agreement (collectively, the "Indemnification Obligations"). The specific terms of the Indemnification Obligations, as well as applicable limits on the potential liability of the Securityholders under the Merger Agreement, are set forth in the Merger Agreement. The undersigned hereby agrees that he, she or it will, upon receipt of notice from the Sellers' Representative of an Indemnification Obligation, promptly pay the undersigned's Pro Rata Share thereof, subject to the limitations applicable thereto.
6. Waiver of Appraisal/Dissenters' Rights. Completion and delivery of this Letter of Transmittal to the Paying Agent constitutes a waiver by the undersigned of any dissenters' rights or appraisal rights with respect to any Shares owned by the undersigned under the Delaware General Corporation Law, as amended, whether or not the undersigned has previously made a written demand upon the Company or any other person. If a notice of intent to dissent and demand appraisal and the payment of fair value has been filed with the Company with respect to any Shares electronically surrendered herewith, the undersigned hereby withdraws such notice and elects not to demand appraisal or payment of fair value of the Shares, to the full extent permitted by law. **THE UNDERSIGNED HEREBY (I) FOREVER WAIVES ALL DISSENTER'S RIGHTS OR APPRAISAL RIGHTS UNDER APPLICABLE LAW AND (II) IF APPLICABLE, WITHDRAWS ALL**

OBJECTIONS TO THE MERGER AND OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT AND/OR DEMANDS FOR APPRAISAL, WITH RESPECT TO THE SHARES OWNED BY THE UNDERSIGNED.

7. Miscellaneous.

- (a) Notwithstanding anything to the contrary contained in this Letter of Transmittal, to the extent the provisions contained in this Letter of Transmittal and in the Merger Agreement are inconsistent in any respect, the provisions contained in the Merger Agreement shall control.
- (b) The undersigned agrees that he, she or it shall not, directly or indirectly, other than (i) as required by Applicable Law, or (ii) in the disclosure to any of the undersigned's advisors, representatives or agents for the purpose of helping the undersigned evaluate the transactions contemplated hereby and by the Merger Agreement, permit the disclosure of any information regarding or related to the Merger Agreement or the other Ancillary Agreements and any of the transactions contemplated thereby; provided, however, that the undersigned may disclose information regarding or related to the Merger Agreement or the other Ancillary Agreements and any of the transactions contemplated thereby, to any Affiliate of the undersigned provided that such Affiliate is bound by a duty of confidentiality.

The undersigned acknowledges and agrees that all terms and conditions of the Merger Agreement are incorporated by reference as if set forth herein, including the provisions set forth in Article 9 thereof. This Letter of Transmittal shall remain in full force and effect notwithstanding the death or incapacity or dissolution of one or more of the undersigned, and shall be binding upon the heirs, personal representatives, successors, and assignees of the undersigned and shall not be affected by, and shall survive, the death or incapacity or dissolution of the undersigned. The undersigned agrees that the Instructions to this Letter of Transmittal constitute an integral part of this instrument and agrees to be bound thereby. Electronic surrender of the Shares is subject to the terms, conditions, and limitations set forth in the Merger Agreement and the Instructions attached hereto.

[Signature Page to follow]

If the Merger occurs, you are instructed to issue to the undersigned the consideration to which the undersigned is entitled in connection with the Merger as provided for and pursuant to the terms and conditions of the Merger Agreement.

If any holder of Company Common Stock is married and such Shares are held jointly with such holder's spouse, both such holder and his or her spouse must sign this Letter of Transmittal. Signatures of trustees, executors, administrators, guardians, officers of corporations, attorneys-in-fact, or others acting in a fiduciary capacity must include the full title of the signer in such capacity.

PLEASE SIGN HERE

Entity Name: _____	
By: _____ (Signatory Entity)	
Its: _____ (Capacity)	
By: _____ (Signatory Entity)	
Its: _____ (Capacity)	
Signature: _____ (Signature(s) of Registered Holder(s))	
Name: <u>Andrew Sharp</u> _____ (Please Print)	
Title: _____	
Date: _____	
<u>ADDITIONAL SIGNERS (IF APPLICABLE)</u>	
Sign Here: _____ (Signature(s) of Registered Holder(s))	
Name: _____ (Please Print)	
Title: _____	
Date: _____	

ADDITIONAL SIGNERS (IF APPLICABLE)*

Sign Here: _____
(Signature(s) of Registered Holder(s))

Name: _____
(Please Print)

Title: _____

Date: _____

MEDALLION GUARANTEE: If payment is to be made to anyone other than the Registered Holder, your signature above must be medallion guaranteed. *A Medallion Signature Guarantee stamp may be obtained from a domestic bank or trust company, broker-dealer, clearing agency, savings association, or other financial institution which participates in a Medallion program of the Securities Transfer Association Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or the NYSE Medallion Signature Program, as long as the amount of the transaction does not exceed the relevant surety coverage of the medallion. Signature guarantees from financial institutions which do not participate in a Medallion program will not be accepted. A notary public cannot provide a Medallion Signature Guarantee stamp.*

* Must be signed by a registered holder(s) exactly as name(s) appear(s) on Share registration. See Instructions.

INSTRUCTIONS

1. **Letter of Transmittal.** This Letter of Transmittal must be properly completed, duly executed, dated, and delivered or mailed to the address set forth on this Letter of Transmittal together with any other required documents in order to electronically exchange Shares for cash in connection with the Merger (sometimes referred to herein as the "Payment"). The method of delivering documentation is at the option and the risk of the holder. Documentation may be surrendered by mail. **IF SENT BY MAIL, REGISTERED MAIL, PROPERLY INSURED, WITH RETURN RECEIPT REQUESTED, IS RECOMMENDED.** Delivery will be deemed made when actually received by the Paying Agent.

UNTIL A HOLDER HAS ELECTRONICALLY SURRENDERED HIS, HER, OR ITS SHARES IN THE MANNER SET FORTH ON THIS LETTER OF TRANSMITTAL, HE, SHE, OR IT WILL NOT RECEIVE PAYMENT OF CONSIDERATION IN RESPECT OF THE MERGER AND DUE TO THE HOLDER WITH RESPECT TO SHARES.

You should complete one Letter of Transmittal listing all Shares registered in the same name. If any Shares are registered in different ways on several account registrations, you will need to complete, sign, and submit as many separate Letters of Transmittal as there are different registrations of Shares.

2. Signatures. The signature on this Letter of Transmittal must correspond exactly with the registered name(s) of Shares electronically surrendered or converted unless the Shares described on this Letter of Transmittal have been assigned by the registered holder or holders thereof, in which event this Letter of Transmittal should be signed in exactly the same form as the name(s) of the last transferee(s).

For a name correction or for a change in name which does not involve a change in ownership, proceed as follows: For a change in name by marriage, etc., the Letter of Transmittal should be signed, e.g., “Mary Doe, now by marriage Mary Jones.” For a correction in name, the Letter of Transmittal should be signed, e.g., “James E. Brown, incorrectly inscribed as J.E. Brown.” The signature in each case should be guaranteed as described below in Instruction 3.

IMPORTANT: If this Letter of Transmittal is signed by a trustee, executor, administrator, guardian, officer of a corporation, attorney-in-fact, or other person acting in a fiduciary or representative capacity, the person signing must give his or her full title in such capacity and enclose appropriate evidence of his or her authority to so act.

3. Guarantee of Signatures. Signatures on this Letter of Transmittal must be guaranteed if the undersigned has elected for payment to be issued in a name other than that of the registered holder. In addition, if there is a name correction or a change in the name that does not involve a change in ownership as described above in Instruction 2, the signatures on this Letter of Transmittal must be guaranteed. Signatures required to be guaranteed on this Letter of Transmittal must be guaranteed by an eligible guarantor institution pursuant to Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (generally a member firm of the New York Stock Exchange or any bank or trust company which is a member of the Medallion Program). Public notaries cannot execute acceptable guarantees of signatures.

4. Inquiries. All questions regarding appropriate procedures for electronically surrendering Shares should be directed to the Paying Agent at the mailing address or telephone number set forth on the front page.

5. Additional Copies. Additional copies of this Letter of Transmittal may be obtained from the Paying Agent at the mailing address or telephone number set forth on the front page.

6. Stock Transfer Taxes. Except as described below, the Paying Agent will pay all state stock transfer taxes with respect to the delivery of checks in payment for surrendered Shares. If, however, payment is to be made to any person other than the registered holder(s), or if surrendered Shares are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any state stock transfer taxes (whether imposed on the registered holder(s), the Company or any other person) payable on account of the payment to such other person will be deducted from the applicable portion of the Common Stock Merger Consideration or must be paid by the recipient or the person signing this Letter of Transmittal

unless evidence satisfactory to Paying Agent of the payment of such taxes, or exemption therefrom, is submitted.

7. Internal Revenue Service Forms. Under United States federal income tax law, each United States stockholder receiving Payment is required to provide a correct Taxpayer Identification Number on Internal Revenue Service Form W-9, and to indicate whether the stockholder is subject to backup withholding. Each non-United States stockholder should provide a properly executed applicable Internal Revenue Service Form W-8. Please see “IMPORTANT TAX INFORMATION.”

8. Miscellaneous. Any and all Letters of Transmittal or facsimiles (including any other required documents) not in proper form are subject to rejection. The terms and conditions of the Merger Agreement are incorporated herein by reference and are deemed to form part of the terms and conditions of this Letter of Transmittal.

9. Waiver of Conditions. To the extent permitted by applicable law, Parent and Paying Agent reserve the right to waive any and all conditions set forth herein and accept for exchange any Shares submitted for exchange.

IMPORTANT TAX INFORMATION

Under United States federal income tax law, United States Holders (as defined below) of stock who are receiving any consideration in connection with the Merger are required to provide his, her or its current Taxpayer Identification Number (“**TIN**”). If such holder is an individual, the TIN is his or her social security number. If the holder does not provide the correct TIN or an adequate basis for an exemption, the holder may be subject to a \$50 penalty imposed by the Internal Revenue Service, and any consideration such holder receives in the Merger may be subject to backup withholding at the applicable rate (currently 24%). If withholding results in an overpayment of taxes, a refund from the Internal Revenue Service may be obtained. To prevent backup withholding on any cash payment made to a holder of stock in connection with the Merger Agreement, the holder is required to notify the Paying Agent of his or her correct TIN by completing the enclosed Form W-9 and certifying under penalties of perjury, that the TIN provided on Form W-9 is correct. In addition, the holder must date and sign as indicated. If the holder does not provide the Paying Agent with a properly completed IRS Form W-9 or otherwise establish an exemption, the Paying Agent may backup withhold a portion of all cash payments made to the holder.

Certain holders (including, among others, corporations and certain holders that are not United States Holders) are exempt recipients not subject to these backup withholding requirements. See the enclosed copy of the Form W-9 and the General Instructions to Form W-9. To avoid possible erroneous backup withholding, exempt United States Holders, while not required to file Form W-9, should complete and return the Form W-9.

To prevent backup withholding, holders that are not United States Holders should (i) submit a properly completed IRS Form W-8BEN or W-8BEN-E, or other applicable IRS Form W-8, to the Paying Agent, certifying under penalties of perjury to the holder’s foreign status or (ii) otherwise establish an exemption. IRS Forms W-8BEN and W-8BEN-E, or other applicable forms, may be obtained from the Paying Agent.

For purposes of these instructions, a “United States Holder” is (i) an individual who is a citizen or resident alien of the United States, (ii) a corporation (including an entity taxable as a corporation) or partnership created under the laws of the United States or of any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income tax regardless of its source or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (b) the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

See the enclosed “General Instructions” on Form W-9 for additional information and instructions.

Certificate Of Completion

Envelope Id: 2D9CD855ED9E4982B57FA439D6631AD3	Status: Delivered
Subject: Perforce Software, Inc. - Methodics Holdings, Inc. with PNC as Agent	
Source Envelope:	
Document Pages: 15	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	PNC PAID
Time Zone: (UTC-06:00) Central Time (US & Canada)	The PNC Financial Services Group
	80 South 8th Street, Suite 1450
	Minneapolis, MN 55402
	pncpaid@pnc.com
	IP Address: 161.150.114.16

Record Tracking

Status: Original	Holder: PNC PAID	Location: DocuSign
July 7, 2020 16:41	pncpaid@pnc.com	
Security Appliance Status: Connected	Pool: Security Pool	

Signer Events

Signature	Timestamp
Andrew Sharp andy@lopoco.com	Sent: July 7, 2020 16:41 Viewed: July 7, 2020 16:41
Security Level: .Email ID: 866840b7-f4e9-486f-ab8a-92965dce1412 July 7, 2020 16:41	
Electronic Record and Signature Disclosure: Accepted: July 7, 2020 16:41 ID: 0ade29ca-9a2a-48be-9583-b2b3be7132a3	

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	July 7, 2020 16:41
Certified Delivered	Security Checked	July 7, 2020 16:41
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PNC Bank, National Association -Treasury Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PNC Bank, National Association -Treasury Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pncpaid_support@pnc.com

To advise PNC Bank, National Association -Treasury Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pncpaid_support@pnc.com and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from PNC Bank, National Association -Treasury Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pncpaid_support@pnc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with PNC Bank, National Association -Treasury Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to pncpaid_support@pnc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify PNC Bank, National Association -Treasury Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by PNC Bank, National Association -Treasury Services during the course of your relationship with PNC Bank, National Association - Treasury Services.