

PERFORCE

March 17, 2022

Andrew Sharp
212 Thompson Sq.
Mountain View, CA 94043

Dear Andrew:

We are pleased to offer you employment with Perforce Software, Inc. (Perforce) as Principal Solutions Engineer, reporting to Vishal Moondhra. This position is based in our Remote office. Below you will find certain terms and conditions of your employment that will be effective on May 30, 2022, assuming that all conditions are satisfactorily met as described within this letter along with acceptable professional references and successful completion of our background check.

Your salary will be \$7,708.33 on a semi-monthly basis (15th and end of the month), or an annualized equivalent of \$185,000 per year. Payroll deductions and withholdings will be made, and your compensation will be subject to adjustment from time to time in accordance with our compensation policies and practices that are generally reviewed on an annual basis. Upon agreement, you will be paid via automatic direct deposit into an account with the institution of your choice. For more information regarding direct deposit, please refer to the information that will be provided upon hire.

In addition to your base pay, you will be eligible to participate in the company's sales commission program. A commission plan will be developed for you following your first day of employment with a variable of \$25,000. You will be eligible to participate on a pro-rated basis, based upon the company's fiscal year. Perforce reserves the right to vary the terms and amount of your commission, depending upon your performance, the company's financial results and attainment of corporate initiatives. The terms of the Commission Plan are subject to annual re-evaluation and modification.

Perforce offers a variety of benefits to support your well-being. Provided that you satisfy the various eligibility criteria for coverage, you will receive benefits generally made to our regular, full-time employees. These benefits, which are effective the first of the month following your hire date, will be discussed on your first day of employment or shortly thereafter. Like our other company policies, we may amend and/or discontinue our benefit policies with reasonable notification to our employees.

You will be happy to know that Perforce offers a Total Time Off approach to Paid Time Off. We do not place any fixed limits on vacation however, our vacation policies may be amended from time to time. At Perforce, we will always provide any fixed time off as required by local state legislations

Your employment and the continuation of your employment with Perforce are contingent upon the following: 1) Completion of the Perforce Application for Employment form; 2) Provide proof of eligibility to work in the United States. Failure to provide appropriate documentation within 3 days of hire will result in immediate termination of employment in accordance with the terms of the Immigration Reform and Control Act; 3) Signing the Proprietary Information and Inventions Agreement before joining

Perforce; This Agreement contains provisions protecting the company's goodwill, business relationships, confidential information, trade secrets, inventions and other company property. 4) Successful completion of a background check.

Your employment with Perforce will be "at will," meaning that it can be terminated by you or Perforce at any time, with or without cause or advance notice. By accepting employment and the continuation of your employment with Perforce, you agree that no contrary representation has been made to you. This "at will" employment relationship will remain in effect for the duration of your employment and can only be modified by an express written contract for a specified term, signed by you and the CEO of Perforce. "At will" employment may not be modified or altered by any oral or implied agreement. Additionally, you will be expected to comply with all of our present and future corporate employee practices. None of our policies and practices that exist or may be adopted will change the "at will" nature of your employment, unless we enter into a written agreement with you, as described above.

If you agree to the terms of this offer letter, please sign and return this letter to me no later than March 21, 2022, retaining a copy for your records. In addition, you must complete the I-9, and Proprietary Information and Inventions Agreement forms.

Andrew, we look forward to working with you and having you as a member of our team. If you have any questions relating to this offer, please feel free to contact me.

Sincerely,


Heather Seely
North American Talent Manager
hseely@perforce.com
6513734911

03/23/2022 | 7:24 PM CDT

cc: Vishal Moondhra

I agree that my employment with Perforce shall be subject to the terms and conditions as described above.



Andrew Sharp

03/28/2022 | 2:53 AM CDT

PERFORCE

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

This PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT (the “Agreement”) is entered into by and between PERFORCE SOFTWARE, INC., on behalf of itself, and on behalf of its subsidiaries and affiliates (“Employer”), and the employee whose signature appears below (“Employee,” “I,” or “me”).

1. During my employment with Employer, I may work for or on behalf of subsidiaries or affiliates of Employer. Employer and any subsidiary or affiliate for which I provide services during my employment with Employer will individually and collectively be referred to in this Agreement as, “Company.”

2. I acknowledge that I am being employed in a position of trust and confidence and will have access to and will contribute to trade secret, proprietary and confidential information relating to Company and its customers, and I also will develop and maintain close working relationships with Company’s customers.

3. I agree and acknowledge that Employer informed me that the restrictions contained in this Agreement would be required as a term and condition of my employment with Employer, and that I received employment (including compensation and benefits provided to me during my employment) and on-going access to Company’s proprietary and confidential information as consideration for these restrictions.

4. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Employer. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Employer in writing hereafter, use or disclose my own or any third party’s (including without limitation any prior employer’s) confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company.

5. To the fullest extent allowed by California Labor Code Section 2870 (which is attached as **Appendix A**), Employer, or the subsidiary or affiliate of Employer for which I provide services, shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, software code, tools, products, mask works, designs, know-how, methodology, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment (collectively “Inventions”) and I will promptly disclose all Inventions to Employer, or the subsidiary or affiliate of Employer for which I provide services. To the extent full and exclusive ownership of any Inventions (including, for clarity, all intellectual property rights therein) does not vest in Employer, or the subsidiary or affiliate of Employer for which I provide services, as a “work made for hire” under United States copyright law, I agree to and hereby do irrevocably assign my entire right, title and interest in and to such Inventions (including such intellectual property rights) to Employer, or the subsidiary or affiliate of Employer for which I provide services. I shall further assist Employer, or the subsidiary or affiliate of Employer for which I provide services, at its expense, to further evidence, record and perfect such assignments, to register any copyrights, or file any trademark, patent or other applications, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Employer, or the subsidiary or affiliate of Employer for which I provide services, as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to (or during) my employment is not within the scope of the foregoing assignment because it meets the criteria

described in **Appendix A**, I have listed it (or, if created during my employment, will, promptly upon creation, list it) on **Appendix B** in a manner that does not violate any third party rights or disclose any confidential information. Without limiting Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Employer, or the subsidiary or affiliate of Employer for which I provide services, I use or (except pursuant to this Section 5) disclose my own confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Employer, or the subsidiary or affiliate of Employer for which I provide services will have, and I hereby grant Employer, or the subsidiary or affiliate of Employer for which I provide services, a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

6. To the extent allowed by law, the provisions of Section 5 apply equally to rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents, and agreements from time to time as requested by Company.

7. Notwithstanding anything to the contrary in this Agreement, my agreement to assign Inventions to Company does not apply to any Invention that I develop entirely on my own time without using Company's equipment, supplies, facilities, or trade secret information, except for those Inventions that either: (a) relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or (b) result from any work performed by me for Company.

8. At all times during and after my employment by Company, I will hold in confidence and will not disclose, use, lecture upon, or publish any Proprietary Information (defined below), except as may be required in connection with my work for Company, or as expressly authorized by Employer's Board of Directors (the "Board"). I will obtain the Board's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work for Company and/or incorporates any Proprietary Information. I hereby assign to Company any rights I may have or acquire in any and all Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of Company and its assigns. Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. The term "Proprietary Information" shall mean any and all confidential knowledge, data or information of Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, software in source or object code versions, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology and all intellectual property rights therein; (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting the business

of Company, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, proposals, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of Company and other non-public information relating to customers and potential customers; (d) employee lists and employee compensation information; and (e) any other non-public information which a competitor of Company could use to the competitive disadvantage of Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me. Further, notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Company and me, nothing in this Agreement shall limit my right to (f) discuss my employment or report possible violations of law or regulation with any federal government agency or similar state or local agency, including but not limited to “whistleblower” statutes or other similar provisions that protect such disclosure, or (g) discuss or disclose information with others regarding the terms and conditions of my employment (including, but not limited to, my compensation) or unlawful acts in Company’s workplace, including but not limited to sexual harassment.

10. Upon termination of my employment for any reason (or earlier if requested by Company), I will return to Company all Company property, including, but not limited to, all Company-issued equipment, access cards, keys, key cards, identification cards, Company credit cards, electronic devices, and other property, all customer and employee records, and other documents and materials, whether on computer disc, hard drive, or other form, and all copies thereof, within my possession or control, which in any manner relate to the business of, or the duties and services I performed on behalf of, Company. I will provide Company with all password(s) and login credentials to all Company property and information in my possession or control that is requires such information. If I used any personal computer, server, or email system (including, but not limited to any personal computer, laptop, tablet, smartphone, cellphone, flash drive, or other electronic device) to send, receive, store, review, or prepare any Proprietary Information, I agree to provide Company a computer-useable copy of all such Proprietary Information and then permanently delete such information from those system(s) or electronic device(s) unless deleting the information would conflict with an applicable litigation hold notice, in which case I agree to promptly contact the Company’s Legal Department for instructions. I agree to provide Company access to the personal system(s) or electronic device(s) to verify compliance with this provision. I also recognize and agree that I have no expectation of privacy with respect to Company’s telecommunications, networking, or information processing systems (including, without limitation, stored computer files, email messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

11. To the extent permitted by applicable law, I agree that during the period of my employment and for the period of one (1) year after the date my employment ends for any reason, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity (with or without compensation), either directly or through others, recruit, solicit, induce, encourage, or participate in recruiting, soliciting, inducing, or encouraging any person known to me to be an employee, consultant or independent contractor of Company to terminate his or her relationship with Company, even if I did not initiate the discussion or seek out the contact. This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, and Twitter, and any other social media platform, whether or not in existence at the time of entering into this Agreement.

12. I agree that during the period of my employment (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated

business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

13. I hereby consent to any and all uses and displays, by Company, solely for legitimate business purposes of Company, of my name, voice, likeness, image, appearance, and biographical information in, on, or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs, advertising, sales, and marketing brochures, books, magazines, other publications, CDs, DVDs, and all other printed and electronic forms and media throughout the world, at any time during or after the period of my employment by Company (the "Permitted Uses"). I hereby forever release Company and its directors, officers, employees, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever, at any time during or after the period of my employment, by Company in connection with any of the Permitted Uses.

14. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Employer has the right to terminate my employment at will, at any time, for any or no reason, with or without cause or advance notice. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Employer, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the Vice President of Human Resources Operations, by the Chief Executive Officer, or such other authorized executive officer, of Employer.

15. I agree that my obligations under paragraphs 3 through 13 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

16. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be modified, limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Employer, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond. This Agreement, and any amendments thereto, may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties may transmit their signatures via facsimile, scanned PDF, e-signature, or other electronic means with the same effect as if the parties had provided each other with original signatures.

17. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between the parties; provided, however, prior to the execution of this Agreement, if Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date written below by Employee.

COMPANY:

PERFORCE SOFTWARE, INC.



By:

Christy Dinges
SVP of HR

EMPLOYEE:

I HAVE READ THIS AGREEMENT CAREFULLY, AND I UNDERSTAND AND ACCEPT ITS TERMS.

Date: 03/28/2022 | 2:53 AM CDT



Signature

Andy Sharp

Name (Printed)

APPENDIX A

California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

APPENDIX B

PRIOR MATTERS

In the space provided below, I hereby disclose and identify all of the Inventions in which I believe I currently possess any right, title, or interest and which I believe are not subject to the terms and conditions of the attached Agreement.

If none, please write NONE. (If left blank, then you are agreeing that you do not currently possess any right, title, or interest in any Inventions.)

NONE

I verify that the information I have written above is truthful and complete.

Date: 03/28/2022 | 2:53 AM CDT

Signed: *Andy Sharp*

Print Name: Andy Sharp

Certificate Of Completion

Envelope Id: 68CF3E44C0FC4BB5B429E83B2F7F2A0E

Status: Completed

Subject: Please DocuSign: Sharp, Andrew Offer Letter.docx, Perforce - Form PIIA 01.2021 (CA).pdf

Source Envelope:

Document Pages: 9

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Heather Seely

AutoNav: Enabled

1315 W Century Dr. #150

Envelope Stamping: Enabled

Louisville, CO 80027

Time Zone: (UTC-06:00) Central Time (US & Canada)

hseely@perforce.com

IP Address: 174.53.136.97

Record Tracking

Status: Original

Holder: Heather Seely

Location: DocuSign

3/23/2022 7:20:46 PM

hseely@perforce.com

Signer Events**Signature****Timestamp**

Heather Seely

hseely@perforce.com

Senior Recruiter

Security Level: Email, Account Authentication
(None)

Sent: 3/23/2022 7:24:38 PM

Viewed: 3/23/2022 7:24:51 PM

Signed: 3/23/2022 7:24:56 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.53.136.97

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Andy Sharp

andy@absharp.com

CEO

Security Level: Email, Account Authentication
(None)

Sent: 3/23/2022 7:24:57 PM

Viewed: 3/28/2022 2:50:29 AM

Signed: 3/28/2022 2:53:10 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.11.90.217

Electronic Record and Signature Disclosure:

Accepted: 3/28/2022 2:50:29 AM

ID: c4011ab4-00c3-4c64-84bd-23d754725e5c

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

3/23/2022 7:24:38 PM

Certified Delivered

Security Checked

3/28/2022 2:50:29 AM

Signing Complete

Security Checked

3/28/2022 2:53:10 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	3/28/2022 2:53:10 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Perforce Software - HR (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 Perforce Software - HR:

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: contact-hr@perforce.com

To advise Perforce Software - HR 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 contact-hr@perforce.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your 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 Perforce Software - HR

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 contact-hr@perforce.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Perforce Software - HR

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 contact-hr@perforce.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 Perforce Software - HR 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 Perforce Software - HR during the course of your relationship with Perforce Software - HR.