

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