

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