

**Perforce Software, Inc., and its Subsidiary Companies (“Perforce”)
 FY2024 Sales Incentive Compensation Plan
 Sales Representatives, Sales Engineers, Sales Management**

This document sets forth the general terms and conditions (the “T&C”) applicable to Perforce Software, Inc. and its Subsidiary Companies (“Perforce”) FY2024 Sales Incentive Compensation Plan, effective January 1, 2024 (the “Plan”). The Plan includes both these T&C and an individual Quota Letter, a copy of which is attached hereto as Epayxhibit A (the “Quota Letter”), tailored to the Perforce team member’s (each, a “Participant”) quota, territory, accounts, goals, pay metrics and variable incentive targets. The Plan applies to Sales Representatives, Sales Engineers and Sales and Sales Engineer Management. In the event of any inconsistency between the T&C and the Quota Letter, the T&C will take precedence. Capitalized terms not defined herein are defined in the **Definitions** section of the Plan.

Plan Overview: The purpose of this Plan is to: (i) incentivize expansion of the Perforce customer base with new customer logos and increase existing customer entitlements; (ii) attract and retain the highest quality workforce; and (iii) motivate Participants to meet and exceed Perforce goals by providing an opportunity to realize increased earnings by overachievement.

Effective Date: The effective date of this Plan is from January 1, 2024 through December 31, 2024 (the “Plan Year”), with monthly reporting and inspection. The Plan expires at the end of the Plan Year and does not lead to future obligations from Perforce.

Eligibility for Sales Compensation Plan: Participants eligible for a Sales Incentive Compensation Plan include those Perforce employees who have direct accountability for the bookings of Perforce’s products and solutions to Perforce’s existing customer base or to new customers and who carry a quota for those bookings.

Pay Components: The Plan consists of two pay components: (i) Base Pay; and (ii) variable Incentive Compensation (“IC”). The variable Incentive Compensation is allocated between the New ACV and Renewal ACV based upon the expectations of the business lines included in the Quota. Please see the Quota Letter for the percent allocation of IC to New ACV and Renew ACV.

Incentive Compensation Rate (“ICR”): A Participant’s ICR (commission rate) for each component, is determined by dividing the respective annual incentive compensation target in local currency, (the “IC Target”) by the respective Quota in US dollars. Commissions will be calculated using the ICR in effect when the order is recognized as a Booking unless otherwise noted by specific exception in this Plan or in the Participant’s Quota Letter.

Accelerators: Performance over annual quota will be rewarded with an accelerated ICR. An overachievement multiplier will be applied to the ICR for ACV Bookings based on a) the type of booking, New ACV or Renew ACV, a Participants’ ICR and b) the tier of attainment achieved. Performance Tiers and associated multiplier rates are illustrated in USD\$ percentages in the chart below. The quota letter will present your individual base ICR and over achievement rates.

OVER QUOTA PERFORMANCE ACCELERATOR TABLE						
		New ACV Rate USD			Renew ACV ICR Rate USD	
Individual Compensation Rate, (“ICR”)		0.0% - 7.49%	7.5% - 13.99%	14%+	0.0% - 7.49%+	7.5%+
Performance Tier	Quota Attainment	Multiplier Rate				
Tier 1	1% to 99.9%	1.00x	1.00x	1.00x	1.00x	1.00x
Tier 2	≥ 100% to 124.9%	1.50x	1.10x	1.00x	1.20x	1.00x
Tier 3	≥ 125% to 149.9%	1.75x	1.20x	1.00x	1.20x	1.00x
Tier 4	≥ 150%	2.00x	1.20x	1.00x	1.20x	1.00x

New ACV Quota: The New ACV Quota is an annual target determined by Perforce in its sole discretion, but typically considers various factors: a) the bookings potential of the customer or territory assigned, b) the historical results of the assigned territory, c) the year-over-year growth of customer or territory, d) existing customer base penetration, and/or e)

number of potential prospects in the territory. Quota may be periodically adjusted during the year based on adoption of Perforce's product(s) in a specific territory. Perforce will continually monitor territory performance and reserves the right, in its sole discretion, to adjust quotas or re-align territories.

Renew ACV Quota: The Renew ACV Quota is an annual target based upon existing customer contracts up for renew during the Plan year. The quota is set based on the ACV value of the contracts up for renewal times the budget Gross Retention Rate ("GRR") + 2%.

ACV Bookings: A commissionable ACV Booking is an order, evidenced by a signed contract, or purchase order and accepted as an order by Perforce. Pre-bills, freight, and support services, out of warranty repair, remote or onsite support of installed solutions managed by defined response and resolution service levels, are not included in commissionable ACV Bookings.

New ACV Bookings are defined as the annual, 12-month, contract value, "ACV", bookings for net new logos and add-ons to the customer's existing Perforce product entitlements, subscriptions, perpetual licenses and first year maintenance, and services.

Renew ACV Bookings: Customers renewing existing subscription or perpetual maintenance contracts are considered Renew ACV bookings.

Services Bookings: The services component of the New ACV total is the amount billed to the customer for the services.

Resell of Third-Party Products: Perforce may offer to re-sale another vendors product or service, (Worksoft, Chocolately, etc.). Perforce reserves the right, in its sole discretion, to calculate the compensation due to the Participant based on the Net Margin which is the selling price to Perforce customer less the cost of goods paid to the third party for products or services.

Co-term orders: Some orders received are for a partial year to accommodate a customer's contract end date, "co-term orders". Co-term orders will receive Quota ACV credit and commissions as if it were a full year order. Excluded from this full year's ACV credit and pay are deals in which the customer has a project that runs for less than a 12-month period, monthly or quarterly contracts. In those cases, the ACV Bookings will be the amount of the invoice sent to the customer.

New ACV Booking vs. Renew ACV Bookings: An existing customer's Renew ACV, due to renew, "D2R", will be preserved as Renew ACV before New ACV is reported on additional licenses or products. Normal price increase to an existing contract is Renewal ACV.

- **Example one: Subscription to Perpetual:** If an existing customer requests to move from a subscription license to a perpetual license, the Participant must get management approval before proceeding with a quote. New ACV Booking credit for the perpetual license will be perpetual contract value LESS the anticipated due to renew subscription value.
- **Example two: Cancel and Re-Order:** If a customer cancels a renewal order, places an order for new licenses in the same or more quantity, the renewal D2R will be preserved and the ACV amount above the D2R will be credited as New ACV.
- **Example three: Lapsed Contract:** If a customer's subscription or maintenance lapse for six months or more, then the booking is reported as New ACV.
- **Example four: Enterprise License or Product License Agreements "ELA/PLA":** Perforce may offer a customer an Enterprise License or Product License Agreement, "Agreement". This Agreement allows the customer to use an unlimited quantity of Perforce product(s) offerings. A new ELA/PLA contract will be recorded as New ACV upon booking. A renewal of an ELA/PLA Agreement will be recorded as Renew ACV, however, if the Renewal is upsold in value, the upsell amount above the Due to Renewal is recorded as New ACV."

Early Renew ACV Booking: An early renewal booking is a booking that is delivered before the renewal date of the contract. There are several methods in handling a renewal booking:

- a. If the early renewal booking is in quota, quota credit and compensation is paid upon the acceptance of the booking regardless of the start date of the contract.
- b. If the renewal start date is in year but no quota has been assigned, the renewal pays at 0.5%, USD for those accounts included in your renewal quota.
- c. If the early renewal booking is not in quota AND start date is in a future year, payment and quota credit will be held until the next year.

Example: Contract renewal date is February 2025 and is not in FY24 quota, the booking is accepted November 2024, quota credit and the payment will be held until January 2025.

Deal Splits: As a general rule, each sales order is credited 100% to a single Sales Representative Participant, but, from time to time, multiple Sales Representative Participants may be required to work on the same opportunity. If this situation arises, the recommended resolution is for the Participants to agree to an amicable split based upon the level of work performed by each. In the event the Participants cannot agree, they should immediately escalate to their respective managers for resolution. A suggested guideline for splits is defined in the table below; however, it is within Management’s sole discretion to follow the guidelines or deviate from them.

<u>Weighting</u>	<u>Contribution</u>
60%	Tech Eval/POC
20%	Product Location
20%	Procurement Location

Territories: Sales Management assigns the Participant to a sales territory which may take into consideration specific geographical areas, industry verticals, and/or named accounts. The Participant is responsible for retaining and increasing existing customer entitlements, as well as, acquiring new customers within the assigned territory. In general, sales territories are assigned at the beginning of the Plan Year. In some cases, however, management may approve a mid-Plan Year reassignment of a territory and may adjust the Participant’s Quota accordingly. Deals in motion from the prior sales territory, industry verticals, and/or named accounts may be considered for holdover up to a maximum 90-day period from the date of the reassignment.

New Territory, ACV Quota, Eligible Compensation: If Participant has a change to the Participant’s territory, business line, or role within Perforce, the Participant’s eligible incentive compensation for the Participant’s new role will be calculated by dividing the annual IC target by 365 days and then multiplying the product by the number of days remaining in the Plan Year that the Participant will be in the new role.

Open Territory Credit: From time to time, Perforce may ask the Participant to manage an open territory or deal that is not included in the Participant’s Quota. Perforce will compensate the Participant for any New or Renewal ACV Bookings that result from managing such additional territory or accounts. A New ACV booking will be compensated at the Tier 1, New ACV ICR rate. A Renewal ACV Booking will be compensated at .5% (USD). In no event shall the commission paid under this section account for more than 50% of the Participant’s Target IC. No Quota credit will be provided for open territory ACV Bookings.

E-Mail Purchase Commitment: At the sole discretion of Sales Management, Sales Management may agree to accept an e-mail from a customer where the customer indicates it will purchase, or it has the intent to purchase, Perforce’s Product and/or Services. If the Customer’s normal purchasing process is by purchase order, commissions and quota credit **will not** apply until the actual purchase order is in house.

Extended or Special Terms: Perforce reserves the right, in its sole discretion, to hold commission payment due to the Participant for any special payment terms set forth in the customer’s order.

Right to Refuse Any Order: Sales Management may refuse any order presented by the Participant that (i) does not comply with applicable laws, (ii) does not meet Perforce’s credit standards, or (iii) for other reasons the order is deemed inappropriate by Sales Management in its sole discretion.

Returns, Credits, Claw backs, Commission Recovery: Perforce reserves the right to reverse compensation and Quota credit on any order cancellations, returns, credits, or non-payments for up to 12 months from the date that Perforce invoices the customer, unless otherwise prohibited by applicable law. The claw back of incentive pay will apply to any Participant who was paid on the original transaction that is being reversed or adjusted.

By agreeing to this Plan, and by accepting consideration in accordance with this Plan, Participant authorizes Perforce to deduct any monies owed by Participant to Perforce (including, without limitation, negative adjustments, incentive recoveries, or any outstanding negative balances under this Plan) from any compensation or other monies otherwise payable to Participant, to the fullest extent permitted by applicable law.

Timing of Compensation Payments: Compensation under this Plan will be paid to the Participant at the end of the Plan Year, 30 days in arrears. Compensation is earned upon customer's payment to Perforce. If nonpayment occurs from a customer, the Participant is obligated to refund Perforce for paid compensation.

New Hire, Sales Representative, 90-Day On-Boarding: A new hire Participant, Sales Representative, will be measured on a prorated Quota for the assigned territory. Quota for the Participant will be ramp as follows: (i) month one, Quota will be 50% of the target monthly Quota; (ii) month two, Quota will be 75% of the target monthly Quota; and (iii) in month three and onward, Quota will be at 100% of the target monthly Quota.

To bridge the on-boarding process, Perforce may, at its sole discretion, offer a non-recoverable draw or a guarantee to Participant, Sales Representative. This means the Target IC, or any portion thereof, is guaranteed for the three-month on-boarding period and the Participant has no requirement to repay these funds to Perforce. Non-recoverable draws will be paid out at the larger of the guaranteed amount or the Participant's actual performance. Month one non-recoverable draw is 100% of the target month incentive, month two is 75% of the target month incentive, and month three is 50% of the target month incentive based on annual target incentive divided by 12 months.

Sales Management, Sales Engineers, and Solution Engineers are excluded from the Ramped Quotas and non-recoverable draws.

President's Club: The President's Club is an incentive travel award for Plan Participants who were in a quota carrying role for at least nine (9) months of the Plan year and who exceeded their annual ACV Quota. The President's Club will include the 40 top ACV Quota achievers from the Plan year. Any other attendees will be selected by Sales Management through review of performance and other factors in their sole discretion. Achieving 100% of ACV Quota is not a guarantee of achieving President's Club. The value of the award is taxable in accordance with local laws. No cash award will be offered in lieu of travel.

Taxes: All compensation paid under this Plan is subject to applicable payroll taxes, withholdings, and deductions.

Foreign Currency: Quotas will be set and measured in USD, but all payments to the Participant will be made in the Participant's local currency. All required currency conversions will be executed at the Plan Year exchange rates recognized by Perforce Finance.

Leaves of Absence: Participants who are granted an approved leave of absence under applicable law, will be eligible to be paid commissions on orders that were recorded by Perforce Finance prior to the date leave begins, and will be paid in accordance with the terms of this Plan. Unless otherwise required by applicable law, while on an approved leave of absence, the Participant will not receive commissions or Quota achievement on any recognized Bookings during the leave period start and end dates.

Termination: If the Participant's employment is terminated for any reason, voluntary or involuntary, the Participant will be paid compensation up to the last date of active service (e.g., if the Participant's last active date of service is the 15th of the month, the Participant will be paid compensation for the 1st - 15th of that month). The last day of active service means the last day worked in the capacity of bringing Perforce solutions to customers or prospects. If the Participant's employment ends, any compensation on orders received after the date of departure will be forfeited. This will include

any overachievement of Quota, unless otherwise required or prohibited by applicable law.

Unauthorized Commitments: Participant acknowledges and agrees not to make "side deals" or commitments with customers that are outside the Terms and Conditions contained in customer purchase orders or Perforce executed contract vehicles. Violation is a serious issue, with consequences up to and including termination.

Employment at Will: Nothing in this Plan shall be construed as a guarantee of continued employment. Moreover, unless set forth in a separate written contract signed by an authorized officer of Perforce, all U.S. Participants are employed at will, meaning either such Participant or Perforce can terminate the employment relationship at any time, with or without cause, and with or without advance notice.

Confidentiality: The Participant may receive information deemed by Perforce to be confidential in the form of customer lists, prospect lists, cost, pricing, and other reports. Careless handling and inappropriate sharing of Perforce information with anyone outside Perforce is a serious issue, with consequences up to and including termination.

Plan Changes: Perforce reserves the right, on its sole discretion, to amend, change, cancel, or make exceptions to the terms and conditions of this Plan. Changes or modifications may be made before, during, or after a period for which a variable incentive is paid, unless prohibited by local law. Perforce also reserves the right to reduce, modify, or withhold variable incentive compensation based on an individual performance or conduct or because of management modifications due to business circumstances. Perforce reserves the right to interpret the terms of this Plan and its interpretation shall be final. No oral changes, negotiations, or agreements regarding compensation, commissions, or bonuses will be binding upon Perforce. All changes must be in writing and executed by an authorized officer of Perforce to be effective.

Prior Arrangements: This Plan supersedes and terminates all prior agreements or plans, whether oral or written, entered between Participant and Perforce regarding variable compensation of any type. Only an authorized officer of Perforce has the authority to enter into individual contracts of employment, including this Plan. No Plan is effective if it is not in writing and executed by the Participant and by an authorized officer of Perforce.

Questions and Dispute Resolution: Any questions, disputes or concerns about the Plan regarding the terms, interpretations, calculation of consideration paid or earned, entitlements under this Plan, such as credit for particular sales, territories, or accounts should be addressed to the Participant's manager or the sales commission team in writing within 60 days of the compensation payment date at sales.commission@perforce.com.

Definitions:

"AE": Account Executive or Sales Representative.

"ACV": The annual (12 months) contract value.

"Base Pay": The fixed payment (salary) component of the On-Target Earnings, which may be paid monthly or bi-monthly.

"Incentive Compensation" or "IC": IC is the variable portion of the OTE tied to attainment of quota assigned. IC may have one or more components.

"Net Margin": Net Margin is the selling price to Perforce customer less the cost of goods paid to the third party for products or services.

"On Target Earnings," "OTE": means a Participant's Base Pay plus Incentive Compensation target, at 100% of attainment.

"Quota": The annual sales goals, ACV, meetings, deals, and other criteria established for the Participant by Perforce Sales Management.

"SE": Solution Engineer or Sales Engineer.

**Perforce Software, Inc. and its Subsidiary Companies (“Perforce”)
 FY2024 Sales Incentive Compensation
 Sales Representatives, Sales Engineers, Sales Management
 Total ACV Quota Letter
 Exhibit A**

THIS QUOTA LETTER (the “Quota Letter”) is entered into by each of the parties on the signature page attached hereto and shall be effective as of January 1, 2024 (the “Effective Date”).

This Quota Letter is governed by and is subject to the terms and conditions set forth in that certain Perforce Software, Inc. and its Subsidiary Companies (“Perforce”) FY2024 Sales Incentive Compensation Plan, dated effective as of January 1, 2024. Capitalized terms not defined in this Quota Letter are defined in the Definitions section of the Plan.

Employee Information			
Employee Name & ID:	Andrew Sharp	RJM673203	Plan Period: 1/1/2024-12/31/2024
Employer:	Perforce Software, Inc.		Effective Date: 1/1/2024
Employee Title:	Principal Solutions Engineer		Version Date: 5/21/2024
Manager:	Vishal Moondhra		Version #: V2
Business Line(s):	HelixCore, HelixPlan, HelixDAM, HelixIPLM		Segment:
Territory:	Semi-Conductor: Worldwide: High Tech: AMER		
Reason for Change:	Correction to D2R Quota		

On Target Earnings						
Currency:	USD	Annual	Mix %	Components	Annual	%
Base Salary:		193,428	88%	IC 1: New ACV	12,875	50%
Incentive Compensation “IC”:		25,750	12%	IC 2: Renew ACV	12,875	50%
On-Target Earnings:		219,178	100%			

QUOTA – USD \$						
	Business Unit	FY24	F24Q1	F24Q2	F24Q3	F24Q4
New ACV:	HelixCore	7,285,000	1,602,700	2,039,800	1,748,400	1,894,100
New ACV:	HelixPlan	135,000	29,700	36,450	32,400	36,450
New ACV:	HelixDAM	94,000	20,680	26,320	22,560	24,440
New ACV:	HelixIPLM	2,502,000	300,200	425,300	500,400	1,276,100
New ACV:						
Total New ACV:		10,016,000	1,953,280	2,527,870	2,303,760	3,231,090
Renewal ACV:	HelixIPLM	6,237,640	2,807,150	706,380	160,910	2,563,200
Total ACV:		16,253,640	4,760,430	3,234,250	2,464,670	5,794,290

MONTHLY QUOTA – USD \$					
Month	New ACV	Renew ACV	Month	New ACV	Renew ACV
Jan	481,240	1,955,620	Jul	585,350	4,660
Feb	741,730	851,530	Aug	720,820	41,230
Mar	730,310		Sep	997,590	115,020
Apr	720,860	130,780	Oct	887,340	334,020
May	748,660	231,130	Nov	1,473,940	1,253,820
June	1,058,350	344,470	Dec	869,810	975,360

Accelerators: Accelerators will be paid on ACV Bookings that are over the assigned Quota at the incentive compensation rates listed below:

OVER QUOTA PERFORMANCE ACCELERATOR TABLE					
Performance Tiers	Quota Attainment	New ACV Multiplier	New ACV ICR	Renew ACV Multiplier	Renew ACV ICR
Tier One	1% to 100%	1.00	0.1285%	1.00	0.2064%
Tier Two	≥ 100% to 124.9%	1.50	0.1928%	1.20	0.2477%
Tier Three	≥ 125% to 149.9%	1.75	0.2250%	1.20	0.2477%
Tier Four	≥ 150%	2.00	0.2571%	1.20	0.2477%

Each of the parties to this Quota Letter below acknowledges the receipt of, and agrees to be bound by, (i) the Plan to this Quota Letter and (ii) the terms and conditions of this Quota Letter.

PARTICIPANT

EMPLOYER

By: Andrew Sharp

By: Adam Olson

Name: Andrew Sharp

Name: Adam Olson

Date: 07/10/2024 | 9:43 AM CDT

Title: Authorized Representative of Employer

Date: 06/04/2024 | 10:25 AM CDT