

**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](mailto: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.

<b>Employee Information</b>			
<b>Employee Name &amp; ID:</b>	Andrew Sharp	RJM673203	<b>Plan Period:</b> 1/1/2024-12/31/2024
<b>Employer:</b>	Perforce Software, Inc.		<b>Effective Date:</b> 1/1/2024
<b>Employee Title:</b>	Principal Solutions Engineer		<b>Version Date:</b> 3/15/2024
<b>Manager:</b>	Vishal Moondhra		<b>Version #:</b> V1
<b>Business Line(s):</b>	HelixCore, HelixPlan, HelixDAM, HelixIPLM		<b>Segment:</b>
<b>Territory:</b>	Semi-Conductor: Worldwide: High Tech: AMER		

<b>On Target Earnings</b>						
<b>Currency:</b>	<b>USD</b>	<b>Annual</b>	<b>Mix %</b>	<b>Components</b>	<b>Annual</b>	<b>%</b>
<b>Base Salary:</b>		190,560	88%	IC 1: New ACV	12,875	50%
<b>Incentive Compensation “IC”:</b>		25,750	12%	IC 2: Renew ACV	12,875	50%
<b>On-Target Earnings:</b>		216,310	100%			

<b>QUOTA – USD \$</b>						
	<b>Business Unit</b>	<b>FY24</b>	<b>F24Q1</b>	<b>F24Q2</b>	<b>F24Q3</b>	<b>F24Q4</b>
<b>New ACV:</b>	HelixCore	7,285,000	1,602,700	2,039,800	1,748,400	1,894,100
<b>New ACV:</b>	HelixPlan	135,000	29,700	36,450	32,400	36,450
<b>New ACV:</b>	HelixDAM	94,000	20,680	26,320	22,560	24,440
<b>New ACV:</b>	HelixIPLM	2,502,000	300,200	425,300	500,400	1,276,100
<b>New ACV:</b>						
<b>Total New ACV:</b>		10,016,000	1,953,280	2,527,870	2,303,760	3,231,090
<b>Renewal ACV:</b>	HelixIPLM	6,474,120	2,822,820	795,840	271,910	2,583,550
<b>Total ACV:</b>		16,490,120	4,776,100	3,323,710	2,575,670	5,814,640

<b>MONTHLY QUOTA – USD \$</b>					
<b>Month</b>	<b>New ACV</b>	<b>Renew ACV</b>	<b>Month</b>	<b>New ACV</b>	<b>Renew ACV</b>
<b>Jan</b>	481,240	1,955,620	<b>Jul</b>	585,350	4,660
<b>Feb</b>	741,730	851,530	<b>Aug</b>	720,820	41,230
<b>Mar</b>	730,310	15,670	<b>Sep</b>	997,590	226,020
<b>Apr</b>	720,860	130,780	<b>Oct</b>	887,340	334,020
<b>May</b>	748,660	231,130	<b>Nov</b>	1,473,940	1,253,820
<b>June</b>	1,058,350	433,930	<b>Dec</b>	869,810	995,710

**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	0.1989%
Tier Two	≥ 100% to 124.9%	1.50	0.1928%	1.20	0.2386%
Tier Three	≥ 125% to 149.9%	1.75	0.2250%	1.20	0.2386%
Tier Four	≥ 150%	2.00	0.2571%	1.20	0.2386%

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: 03/25/2024 | 1:45 PM CDT

Title: Authorized Representative of Employer

Date: 03/20/2024 | 1:44 PM CDT

**Certificate Of Completion**

Envelope Id: EDE1CEAAB54448D78A42B1FA637F3A76	Status: Completed
Subject: FY 2024 Compensation Plan	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bradley Carlson
Time Zone: (UTC-06:00) Central Time (US & Canada)	1315 W Century Dr. #150
	Louisville, CO 80027
	bradley.carlson@perforce.com
	IP Address: 34.195.10.220

**Record Tracking**

Status: Original	Holder: Bradley Carlson	Location: DocuSign
3/19/2024 3:07:50 PM	bradley.carlson@perforce.com	

**Signer Events**

Signer Events	Signature	Timestamp
Matt Timothy mtimothy@perforce.com Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 24.9.96.40	Sent: 3/19/2024 3:07:52 PM Viewed: 3/20/2024 10:33:06 AM Signed: 3/20/2024 10:45:13 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Vishal Moondhra vmoondhra@perforce.com Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 12.127.130.222	Sent: 3/20/2024 10:45:15 AM Viewed: 3/20/2024 10:58:50 AM Signed: 3/20/2024 1:41:46 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 3/20/2024 1:41:45 PM  
ID: f3b66f87-c479-477e-9fd9-508241400564

Adam Olson aolson@perforce.com Chief Revenue Officer Security Level: Email, Account Authentication (None)	<i>Adam Olson</i>  Signature Adoption: Pre-selected Style Using IP Address: 4.1.13.130	Sent: 3/20/2024 1:41:48 PM Viewed: 3/20/2024 1:43:58 PM Signed: 3/20/2024 1:44:04 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 3/20/2024 1:43:58 PM  
ID: 87b0f5b6-6613-4d1e-8b96-b963e12ef21b

Andrew Sharp asharp@perforce.com Security Level: Email, Account Authentication (None)	<i>Andrew Sharp</i>  Signature Adoption: Pre-selected Style Using IP Address: 173.11.90.217	Sent: 3/20/2024 1:44:06 PM Viewed: 3/25/2024 1:44:43 PM Signed: 3/25/2024 1:45:24 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 3/25/2024 1:44:43 PM  
ID: ee8a09b3-5c26-426c-b510-e02b95da132d

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/19/2024 3:07:52 PM
Certified Delivered	Security Checked	3/25/2024 1:44:43 PM
Signing Complete	Security Checked	3/25/2024 1:45:24 PM
Completed	Security Checked	3/25/2024 1:45:24 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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](mailto: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](mailto: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](mailto: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](mailto: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.