SNYK MASTER SERVICES AGREEMENT

THIS SNYK MASTER SERVICES AGREEMENT (the "**Agreement**") dated as of the date of last signature below ("**Effective Date**") is entered into by **SNYK, INC.,** a company incorporated in Delaware, having an office at 100 Summer Street, 7th Floor, Boston, MA 02110 if Customer is located in the United States or **SNYK LIMITED**, a company incorporated in England and Wales (No. 09677925), having its registered office at Suite 4, 7th Floor, 50 Broadway, London, SW1H 0DB United Kingdom if Customer is located in any other country (email address for legal notices: legal@snyk.io) ("**Snyk**"); and [*CUSTOMER NAME*]**,** a company incorporated in [*country*] (No. [*number*]), having an office at [*address*] (email address for legal notices: [*email*]) ("**Customer**").

Snyk is a provider of software-as-a-service that helps developers find and fix vulnerabilities and other issues relating to their software projects. Subject to the terms and conditions of this Agreement, Snyk grants Customer access to Snyk's Services as follows:

1. **DEFINITIONS**

Affiliate	any entity that controls, is controlled by or is under common control with a party. For purposes of this definition, "control" means at least 50% of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly by an entity under this definition;
Application	the proprietary software applications made available by Snyk, including Snyk Code, Snyk Open Source, Snyk Container, Snyk Infrastructure as Code and Snyk ASPM, that are listed on an Order Form and are more particularly described in the Documentation;
Beta Services	a product, service or functionality that may be made available to Customer to try and which is designated beta, pilot, or early access;
Business Day	a day other than a Saturday, Sunday or federal or national holiday in the applicable jurisdiction;
Confidential Information	all non-public information (however recorded or preserved) disclosed by a party to the other party that is conspicuously marked as confidential or would normally be considered confidential information by a reasonable party under the circumstances;
Contributing Developer	an employee, independent contractor or other individual acting for or on behalf of Customer who has contributed to the Protected Asset during a 90-day rolling period by modifying, programming or testing the Protected Asset;
Customer Data	any data input into the Services by Users for the purpose of using the Services, including the Protected Asset;
Documentation	the information made available to Snyk's customers via https://snyk.io/docs or https://knowledge.enso.security/ or their successor websites that sets out a description of the Services and instructions for use of the Services;
Intellectual Property Rights	all rights to patents, inventions, copyright and related rights, trademarks, business names and domain names, get-up, goodwill, designs, computer software, database rights, including know-how and trade secrets, and all other intellectual property rights;
Issue	a vulnerability in, security misconfiguration of, or other issue with the Protected Asset as identified by the Services based on security rules and controls set within the Services;
Losses	all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers;
Managed Assets	The resources, assets and configuration files managed and observed by Snyk ASPM, including containers, API calls, and other resources;
Open Source Software	software with either freely obtainable source code, license for modification, or permission for free distribution, including any code which is licensed under any form

	of open source license;
Order Form	Snyk's form of ordering document that is signed by Customer and is incorporated into this Agreement by reference. It specifies the Services and Support to be provided by Snyk pursuant to this Agreement;
Protected Asset	any source code repository, code file, configuration file, container image, cloud asset, Managed Asset, or other item relating to Customer's software projects stored in Customer's source code manager and used in conjunction with the Services;
Remediation	a fix suggested by the Services in respect of an Issue, which may include a patch, recommended version upgrade, or security setting reconfiguration;
Scan Results	the resultant Customer-specific reports, analyses, or other results that are derived as a result of the Services scanning and processing Customer Data. Scan Results excludes any Service Data;
Service Data	the Snyk-generated information and data made available to Customer in connection with the Services, including Issues and Remediations;
Services	the Applications subscribed to by Customer on an Order Form, as well as the related Tools and Service Data;
Subscription Allocation	the limits on the use of the Services set out in an Order Form, including any limit on the number of Contributing Developers or Managed Assets;
Subscription Fees	the fees payable for the Subscription Allocation and any other fees set out in the Order Form;
Support	The support services, including, if applicable, any implementation support, listed on the Order Form, and further described at https://docs.snyk.io/more-info/snyk-terms-of-support-and-services-glossary;
Tools	the software applications that enable access to the Services, including the API, CLI tool or Broker;
Users	those Contributing Developers, employees, independent contractors or other individuals acting for or on behalf of Customer or Customer's Affiliates, who are authorized by Customer to access the Services; and,
Virus	any software, code, file or program that is intended to adversely affect the operation of any computer software, hardware or network, including malware, worms and Trojan horses.

2. RIGHT TO USE

Subject to the Subscription Allocation for the applicable Application(s), Snyk grants Customer a non-exclusive, non-transferable, non-assignable (subject to Section 12.9), non-sublicensable right to: (a) permit Users to access the Services during the Term solely for the internal business operations of Customer to support the development, maintenance, and functionality of the Protected Asset; (b) use the Scan Results for software development and maintenance purposes in conjunction with the Protected Asset, but not for independent commercial purposes and subject to 11.3(a) (Effects of Termination); and, (c) permit Users to scan and aggregate data from third party software applications.

3. RESTRICTIONS ON USE AND CUSTOMER OBLIGATIONS

3.1   Restrictions on Use. Customer shall not: (a) use the Services in respect of a Protected Asset that is not owned by Customer or that Customer does not have a right to access or use; (b) upload to the Services: (i) any Virus; or, (ii) any material that is illegal or infringes any third-party Intellectual Property Right; (c) upload to the Services, or otherwise make accessible to Snyk, any sensitive or regulated data (except pursuant to the DPA with respect to non-sensitive Personal Data), such as health or financial information; (d) license, sell, rent, lease, distribute, display, commercially exploit, or otherwise make the Services available to any third party; (e) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services; (f) reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form, all or any part of the Services; (g) circumvent or disable any security or other technological features of the Services; (h) perform any actions that would interfere with the proper working of the Services or prevent access to or use of the Services by Snyk's other

customers; (i) use the Services to perform any benchmarking activities on the Applications or any third-party applications; (j) use the Services to provide business process outsourcing services to third parties (e.g., as a service bureau); (k) remove any proprietary notices or labels from the Services; (l) use the Services in breach of: (i) applicable law; or, (ii) license terms or other contractual obligations owing to a third party; (m) access or use the Services to develop or sell a competing product or service, or for purposes that are competitive with Snyk; or, (n) access or use the Services from any country or region subject to a comprehensive U.S. embargo. A breach of any of the foregoing restrictions is deemed to be a material breach of the Agreement.

3.2   Open Source Software.   Customer acknowledges that: (i) the Services contain Open Source Software components; and, (ii) the applicable Open Source Software license terms will govern Customer's use of any such components instead of the terms of this Agreement.   Snyk warrants that: (i) Customer's use of the Services in compliance with the Agreement will not violate such Open Source Software licenses in any material respect; and, (ii) the Open Source Software included in the Services will not result in a requirement that Customer redistribute, or make publicly available at no charge, its proprietary source code under the terms of such Open Source Software license.

3.3   Customer Obligations.   Customer is responsible for: (a) setting up access rights for each of its Users and removing such access rights from Users who should no longer have access to the Services; (b) ensuring that Users' use the Services is in accordance with this Agreement; (c) any User's breach of this Agreement; (d) ensuring that its network, environment and systems comply with the relevant specifications set out in the Documentation; and, (e) ensuring the legality, reliability, integrity, and accuracy of Customer Data provided to Snyk.   Customer also agrees to comply with all laws, rules, and regulations applicable to its business and performance under this Agreement, including to the extent applicable, the UK Modern Slavery Act 2015 and other human rights laws.

4.   SNYK'S OBLIGATIONS, WARRANTIES, AND DISCLAIMERS

4.1   General.   Snyk shall: (a) grant Customer access to the Services subject to the terms of the Agreement; (b) provide the Services in accordance with Schedule 1 (**SLA**); and, (c) provide the level of Support set forth on the applicable Order Form.

4.2   Background Checks.   To the extent permissible under applicable local law, Snyk shall use a reputable third-party service provider to perform employment history and criminal background checks on all its employees.

4.3   Insurance.   Snyk agrees to maintain no less than the following amounts of insurance during the term of this Agreement: (a) 2 million USD in commercial general liability, per occurrence and in the aggregate; (b) 5 million USD in errors and omissions/professional liability, per occurrence and in the aggregate; and, (c) 5 million USD in cyber-liability insurance, per occurrence and in the aggregate.   All insurance policies will be issued by insurance companies with an AM Best Rating of no less than A-VII.   Upon receipt of a written request, Snyk will provide Customer with a copy of its certificate of insurance evidencing the foregoing coverage.

4.4   Performance Warranty.   Snyk warrants that the Services will perform substantially in accordance with the Documentation and that all Support will be performed with reasonable skill and care ("**Performance Warranty**").   If the Services do not conform with the foregoing Performance Warranty, Snyk will, at its expense, use reasonable commercial efforts to promptly correct any such non-conformance.   Such correction constitutes Customer's sole and exclusive remedy for any breach of the Performance Warranty, provided that Customer shall be permitted to terminate the Services designated in the applicable Order Form(s) in accordance with Section 11.2(b) (Termination) and receive a refund of any pre-paid Subscription Fees for Services not delivered as of the date of termination should Snyk fail to cure such non-conformity.   Additionally, Snyk makes available certain metrics to Customer via the Snyk Status page found at https://status.snyk.io/.

4.5   Disclaimer of Performance Warranty.   (a) Notwithstanding the Performance Warranty, Customer acknowledges and agrees that: (i) the Performance Warranty does not apply to the extent of any non-conformance which is caused by use of the Services by Customer that is not in accordance with the Documentation; (ii) the Services will evolve over time and that functionality may be added and removed from time to time, provided that Snyk will not materially degrade the overall functionality of the Services; (iii) Customer's use of the Services may not be uninterrupted or error-free; (iv) Snyk is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third party communications networks, including the Internet; (v) the accuracy and completeness of the Services is dependent on several factors outside the control of Snyk, including design, implementation, and use of the Protected Asset, erroneous vulnerability, dependency or Issue data, and changes to the environment in which the Protected Asset is used by Customer; (vi) the Services (including any Remediation) do not constitute professional advice (including legal advice) in relation to the Protected Asset; and, (vii) Snyk does not guarantee that it provides a complete source of all Issues, nor does Snyk guarantee that the Service Data or Scan Results provided are relevant or suited to the Protected Asset or Customer's software projects generally.

(b) Snyk specifically does not warrant that: (i) the Services will meet Customer's requirements or will be fit for Customer's particular purpose; (ii) the Services will be able to find and monitor all Issues in all code, configurations or dependencies included in, applicable to, or used by the Protected Asset; (iii) Snyk it will be able to provide a Remediation for all Issues; or, (iv) a Remediation will not break the functionality of the Protected Asset or will not result

in the introduction of new Issues.

4.6   Customer Responsibility.   Customer further acknowledges that Issues and Remediations are provided for general information only and have not been made with Customer's particular environment, circumstances, requirements, or Protected Asset in mind. It is, therefore, not intended to amount to advice on which Customer should solely rely. Snyk will not be liable to Customer for any 'false positive' or 'false negative' Issues incorrectly identified by the Services or for any damage or loss suffered because of a Remediation deployed by Customer. Customer is responsible for: (a) assessing the impact of the Issue and Remediation and determining the extent to which Issues and Remediations present a risk to Customer; (b) analysing Issues and Remediations based on Customer's own circumstances, environment and risk assessments; (c) setting its own controls, severities, priorities or permissions using the Application; and, (d) accepting or rejecting Remediations.

4.7   Third Party Features. The Services may contain features designed to interoperate with applications or services separately provided to Customer by third parties, such as source code management services or other security scanning platforms or applications. Any operation or transaction completed via any third-party website, system, platform or application is between Customer and the relevant third party. Because Snyk cannot guarantee the continued availability of such features, Snyk may cease providing interoperability with them at any time, including if the relevant third-party ceases to make its application or service available for interoperation with the Services or changes the way it does so in a way that is not reasonably acceptable for Snyk.

4.8   Beta Services. From time to time, Snyk may make Beta Services available to Customer at no charge. Beta Services are made available "AS IS", Snyk makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise regarding Beta Services, and Snyk shall have no liability of any kind arising out of or in connection with Beta Services. The SLA does not apply to Beta Services. Customer may choose to try such Beta Services in its sole discretion. Snyk may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

4.9   Consulting Services.   Customer may opt to purchase consulting services to be provided on a time and materials basis as mutually agreed upon in a statement of work signed by both parties ("**Consulting Services**"). The statement of work may include terms that amend or supplement the terms in this Agreement as those terms specifically apply to Snyk's or, if applicable, its third-party partners', delivery of the Consulting Services.

4.10   Specific Terms. Certain Applications and Tools have specific terms associated with their use as follows:

(a)   Snyk Application Program Interface (API). The API is intended to be used as an interface between the Services and an external application or repository operated and controlled by Customer. Snyk may rate-limit, throttle or otherwise restrict API use to prevent what it considers (in its absolute discretion) to be abuse, security issues or excessive use. Snyk shall use reasonable endeavours when applying such restriction to return a descriptive error message, but the nature of the restriction may make this impractical. No warranty or representation is made as to its compatibility with any software or technical protocols or standards;

(b)   Snyk ASPM. Snyk ASPM enables Customers to scan and aggregate security vulnerability data across multiple third-party applications. Customer represents and warrants that it has entered into valid, written license agreements with such third parties prior to using Snyk ASPM to aggregate data from such third-party applications; and,

(c)   Snyk Code Local Engine (CLE). The CLE is a fully contained version of the Snyk Code analysis engine which enables the Protected Asset to be scanned locally, within Customer's own environment, using Snyk Code. Customer shall be responsible for the preparation, settings and configurations (including requirements of any third-party systems and networking options) for the deployment of the CLE in the Customer's environment in accordance with the Documentation. Snyk may, in its discretion, allow Customer to deploy non-production instances, such as for test, staging or quality assurance purposes. No warranty or representation is made as to its compatibility with any computing environment operated and controlled by Customer.

5.   **DATA PROCESSING ADDENDUM , SECURITY ADDENDUM AND AUDIT RIGHTS**

5.1   Data Processing Addendum. To the extent that Snyk processes Personal Data on Customer's behalf when performing its obligations under this Agreement, the Data Processing Addendum (the "**DPA**") displayed at https://snyk.io/policies/dpa/ will apply and form part of this Agreement.

5.2   Information Security Addendum. Snyk will employ security measures designed to protect Customer Data in accordance with the Snyk Information Security Addendum displayed at https://snyk.io/policies/snyk-security-addendum/ and will maintain its SSAE 16–SOC2 and ISO 27001 certifications, or equivalent successor standards, for the duration of the Agreement.

5.3   Aggregate Data. Snyk will use de-identified, statistical information derived from the operation of the Services ("**Aggregate Data**") for the purpose of providing the Services, provided that Snyk's use of Aggregate Data will not reveal any Personal Data.

5.4   Audit Rights. Snyk will cooperate with reasonable requests by Customer for documentary audits of Snyk's security and privacy practices. The time, duration, place, scope, and manner of the audit must be mutually agreed by

the parties, but in no event will an audit be conducted more frequently than once per year. Upon receipt of a written request, Snyk will make copies of its standard security questionnaire (e.g. SIG Lite and/or CAIQ) and any summary copies of third-party audit reports or evidence of certifications it maintains that apply to the Services available to Customer. Taking into account the nature of the request and to the extent reasonably feasible from a technical perspective, Snyk will provide Customer with any information necessary to enable Customer to comply with any applicable law or any request from a regulatory body, provided that Snyk will not release information unrelated to Customer. If a regulator wishes to carry out an audit of Snyk or its activities under the Agreement, Customer will provide Snyk with no less than 30 days' notice, unless the regulator has given less notice to Customer. Snyk will cooperate with the regulator as they require.

5.5   Security Incident and Notification Obligations. In the event of an unauthorized or unlawful destruction, loss, alteration, disclosure of, or access to, Customer Confidential Information or Personal Data (a "**Security Incident**"), Snyk will, without undue delay (and in any event within 72 hours), notify Customer of the Security Incident and take reasonable action to mitigate the Security Incident. In addition, Snyk will provide reasonable assistance to Customer (and any law enforcement or regulatory official) to fulfil Customer's obligations under appliable law to investigate and respond to the Security Incident.

6.   **INTELLECTUAL PROPERTY RIGHTS**

6.1   Snyk's Intellectual Property Rights. All right, title, and interest in and to the Services, including all Intellectual Property Rights therein, are and will remain, with Snyk and/or its licensors. Customer has no right, license, or authorization with respect to any of the Services except as expressly set out in this Agreement.

6.2   Customer's Intellectual Property Rights. As between Customer and Snyk, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, Protected Asset and Scan Results, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 6.3 (Grant of Rights to Snyk).

6.3   Grant of Rights to Snyk. Customer hereby grants all such rights and permissions in or relating to Customer Data and the Protected Asset as are necessary to enable Snyk to perform the Services and otherwise exercise its rights and obligations hereunder. All written or oral comments, ideas and suggestions made by Users to Snyk regarding the Services or Beta Services (including regarding product experience, functionality, performance, accuracy, consistency and ease of use of the Services) ("**Feedback**") may be freely utilized by Snyk without attribution or compensation of any kind to Customer. Customer hereby irrevocably transfers and assigns to Snyk all Intellectual Property Rights embodied in, or arising in connection with, such Feedback.

7.   **SUBSCRIPTION FEES**

7.1   Subscription Fees and Audit. Customer agrees to pay the Subscription Fees set out the Order Form for the duration of time set forth therein (the "**Term**"). Snyk verifies its customers' use of the Services on a quarterly basis to ensure compliance with the Subscription Allocation. In the event such verification reveals that the number of Contributing Developers or Managed Assets, as applicable, exceeds the Subscription Allocation, Customer must reduce its usage of the Services to the amounts set out in the Subscription Allocation within 30 days of becoming aware of the overage, failing which, Snyk may invoice Customer for the associated additional Subscription Fees as priced in the Order Form for the remainder of the then-current Term. If Customer purchases additional Subscription Allocations part way through a Term, Subscription Fees shall be pro-rated for the remainder of the then-current Term.

7.2   Invoices. Snyk will invoice Customer in accordance with the billing frequency and payments terms on the Order Form and Customer will pay each invoice per such terms. If billing frequency and payment terms are omitted from the Order Form, Snyk's default billing frequency is annual and the payment term is net 30 from the date of the invoice. If Snyk has not received payment by the due date, Snyk will notify Customer of the default and, without prejudice to any other rights and remedies of Snyk, Snyk may disable Customer's access to all or part of the Services if payment has not been made within 10 Business Days of the date of the notice of default.

7.3   Committed Subscription Fees and Taxes. All Subscription Fees are: (a) non-cancellable and non-refundable; (b) payable in US Dollars; and, (c) exclusive of any applicable taxes. Customer is required to pay and bear any sales, use, value-added, goods and services, withholding, or similar taxes or duties, whether domestic or foreign, related to the transactions under this Agreement, other than taxes based on the income of Snyk. Customer will pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding. If withholding is required under the laws of any relevant tax jurisdiction, withholding will be applied at the lowest applicable rate including the reduced rate of withholding under any tax treaty. Customer will also provide Snyk the with a copy of the withholding tax certificate or other applicable documentation as proof of payment.

7.4   Renewal Subscription Fee Increases. Unless otherwise set forth on the Order Form, Snyk may increase the Subscription Fees for each Renewal Term by no more than 5% over the prior year's Subscription Fees rate for the applicable Services.

8. CONFIDENTIALITY

8.1 Each party ("**Recipient**") will be given access to Confidential Information from the other party ("**Discloser**") to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the Recipient; (b) was in the Recipient's lawful possession before the disclosure; (c) is lawfully disclosed to the Recipient by a third party without restriction on disclosure; or, (d) is independently developed by the Recipient without reference to, or reliance on, the Confidential Information of the Discloser, which independent development can be shown by written evidence. Customer's Confidential Information includes Customer Data and Scan Results. Snyk's Confidential Information includes the Services, Service Data, product roadmaps, pricing and the results of any performance tests of the Services. The terms of this Agreement are confidential to both parties.

8.2 Each Recipient may disclose Confidential Information to the extent necessary to comply with applicable law or a court order, provided that prior to any such disclosure, the Recipient will, to the extent legally permissible, provide to the Discloser notice of such request and use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially.

8.3 Each Recipient will hold the Discloser's Confidential Information in confidence and, unless required by law and disclosed pursuant to Section 8.2, not make the Discloser's Confidential Information available to any third party or use the Discloser's Confidential Information for any purpose other than as set out in this Agreement. The foregoing will not apply with respect to any Confidential Information three (3) years after the termination or expiration of this Agreement (or, with respect to trade secrets, once such Confidential Information no longer constitutes a trade secret under applicable law).

8.4 Notwithstanding any provision of this Agreement, Recipient may disclose Discloser's Confidential Information, in whole or in part (i) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives, collectively, with the foregoing, "**Personnel**") who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations, or, in the case of professional advisors, are bound by ethical duties, to keep such Confidential Information confidential consistent with the terms of this Agreement. Recipient is responsible and liable for its Personnels' compliance with this Section 8, as if their actions or inactions were an action or inaction of Recipient.

9. INDEMNITY

9.1 <u>Customer Indemnity</u>. Customer shall defend, indemnify, and hold harmless Snyk, its Affiliates, and each of its and their officers, directors, employees, consultants, agents, successors and assigns from and against all Losses incurred from a third party claim arising out of Customer's: (a) fraud, gross negligence or wilful misconduct; or, (b) breach of Section 3.1 (Restrictions on Use).

9.2 <u>Snyk Indemnity</u>. Snyk shall defend, indemnify and hold harmless Customer, its Affiliates, and each of its and their officers, directors, employees, consultants, agents, successors and permitted assigns, from and against all Losses incurred from a third-party claim: (a) arising out of Snyk's fraud, gross negligence or wilful misconduct; or, (b) that the Services infringe such third party's Intellectual Property Rights.

9.3 <u>Indemnification Procedure</u>. Each party will promptly notify the other party in writing of any claim for which such party believes it is entitled to be indemnified pursuant to this Section 9. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee shall not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the Indemnitor. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Neither party may settle a claim that results in liability or admission of liability by the Indemnitee without the Indemnitee's written consent, which shall not be unreasonably withheld or delayed. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its indemnification obligations, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced because of such failure.

9.4 <u>Mitigation</u>. If any of the Services are, or in Snyk's reasonable opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Services is enjoined or threatened to be enjoined, Snyk may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services materially as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services under this Agreement; or, (c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Services, provided that Customer will be entitled to a refund of any pre-paid Subscription Fees for Services not delivered as of the termination date.

9.5 <u>Exclusions</u>. In no event shall Snyk, its Affiliates, and each of their employees, agents and sub-contractors have any liability or obligation under Section 9.2 to the extent the claim arises out of: (a) a modification of the Services by

Customer; (b) any breach of Customer's obligations under this Agreement or Customer's use of the Services in a manner contrary to the Documentation; (c) Customer's use of the Services in combination with other products, services, data, or processes not recommended or provided by Snyk, where the alleged infringement would not have occurred in the absence of such use; (d) Customer's use of the Services after notice of the alleged or actual infringement from Snyk or any appropriate authority; or, (e) any Open Source Software included within the Services.

9.6   Exclusive Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SNYK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10.   LIMITATION OF LIABILITY

10.1   EXCLUSIONS FROM LIABILITY.   EXCEPT AS PROVIDED IN THIS AGREEMENT: (A) CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES BY CUSTOMER, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. SNYK SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO SNYK BY CUSTOMER IN CONNECTION WITH THE SERVICES, OR ANY ACTIONS TAKEN BY SNYK AT CUSTOMER'S DIRECTION; (B) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT; AND, (C) THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

10.2   EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.4, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3   LIMITATION ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN 10.4, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL SUBSCRIPTION FEES PAID OR PAYABLE TO SNYK UNDER THIS AGREEMENT FOR THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.4   EXCEPTIONS. THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 10.1 – 10.3 SHALL NOT APPLY TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; (B) A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) LOSSES FOR DEATH OR BODILY INJURY; OR, (D) LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SNYK TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 (LIMITATION OF LIABILITY) WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT

11.   TERM AND TERMINATION

11.1   Term. This Agreement will, unless otherwise terminated as provided in Section 11.2 (Termination) or Section 9.4 (Mitigation), commence on the date of this Agreement and shall continue so long as there is an Order Form in effect. Unless otherwise terminated by either party in accordance with the terms of this Agreement, the term of each Order Form will (unless otherwise specified in the Order Form) be 1 year from the date specified in the Order Form as the start date of Customer's subscription to the Services (the "**Initial Term**") and, thereafter, unless either party provides the other party with written notice of non-renewal at least 30 days prior to the end of the then current Term, shall renew automatically for successive 1 year periods (each a "**Renewal Term**"). The Initial Term together with any Renewal Term(s) shall constitute the Term of the Order Form.

11.2   Termination. Without affecting any other right or remedy available to it, either party may terminate this Agreement or an Order Form with immediate effect by giving written notice to the other party if: (a) Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment (though termination does not relieve Customer of its payment obligation); (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or, if such breach is remediable, the breaching party fails to remedy that breach within a period of 30 days after being notified in writing to do; (c) the other party ceases to function as a going concern or to conduct

operations in the normal course of business; or, (d) the other party has a petition filed by or against it under any bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing.

11.3 Effect of Termination. On termination or expiry of this Agreement for any reason:

(a) the rights granted under Section 2 (Grant of License) shall immediately terminate except that Customer may continue to use (in accordance with the restrictions on use set out in this Agreement) Service Data and Scan Results provided to it prior to termination or expiry of this Agreement. Any such use continued use of the Service Data and Scan Results shall be entirely at the risk of Customer;

(b) Customer must delete Customer's organization and projects from the Services by either activating the delete button in the Services or contacting Snyk's support team for deletion assistance;

(c) Customer shall immediately uninstall all Tools from all computer equipment in its possession or control; and,

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. GENERAL

12.1 Interpretation. Headings are for reference only and do not affect the interpretation of this Agreement. Capitalized terms have the meanings indicated in the Agreement unless the context otherwise requires, which meaning will be equally applicable to both the singular and plural forms of such terms. The words "include," "includes," and "including" are deemed to be followed by the words "without limitation".

12.2 Force Majeure. Snyk shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Snyk or any other party), epidemic, pandemic, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Customer is notified of such an event and its expected duration.

12.3 Survival. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

12.4 Severance. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.5 Rights and Remedies. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

12.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Amendment. No amendment or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

12.8 Entire Agreement. This Agreement, and any Order Forms, exhibits, schedules, attachments, and appendices referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between the parties relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

12.9 Assignment. Neither party may assign or transfer this Agreement or any performance rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, no consent is required for either party to assign this Agreement in its entirety to an Affiliate or to a successor of all or substantially all its assets through merger, reorganization, consolidation, or acquisition, provided that the assigning party provides notice of the assignment to the other party. No assignment shall relieve the assigning party of any of its obligations hereunder incurred prior to the assignment. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.10 No Partnership or Agency. Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority

to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12.11 Third Party Rights. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.12 Notices. Any notice required to be given under this Agreement shall be in writing and sent by email to the other party's email address as set out above in this agreement (or such other email address as the other party may have notified in accordance with this Section 12.12). A notice sent by email shall be deemed to have been received at the time of transmission.

12.13 Governing Law. If Customer is contracting with Snyk, Inc., this Agreement will be governed by and construed in accordance with the law of the State of Delaware, excluding its conflicts of laws rules and each party irrevocably agrees that the courts located in Dover, Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement. If Customer is contracting with Snyk Limited, this Agreement will be governed by and construed in accordance with the laws of the England and Wales, excluding its conflicts of law rules and each party irrevocably agrees that the courts located London, UK shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

This Agreement has been signed by its authorized representatives as of the Effective Date.

[CUSTOMER]   **[SNYK, INC.] [SNYK LIMITED]**

_____   _____
Signature   Signature

_____   _____
Print Name   Print Name

_____   _____
Title   Title

_____   _____
Date   Date

1.   Snyk shall endeavour to ensure that the Services are available to Customer 99.9% of the time. If the Services availability falls below 99.9% in any calendar month, Snyk will provide Customer the Service Credit as described below.

Monthly Uptime Percentage	Service Credit
Below 99.9% but above 98.0%	Two days of Services credited to Customer's account
Below 98.0% but above 95.0%	5 days of Services credited to Customer's account
Below 95.0%	10 days of Services credited to Customer's account

2.   If Monthly Uptime Percentage is below 95% for: (a) three consecutive months; or, (b) any three months during any twelve month period; then, in addition to the 10 day Service Credit referenced above, Customer will also have the right to terminate the Agreement upon 10 Business Days' written notice to Snyk.

3.   The aggregate maximum number of Service Credits Customer can claim for Downtime periods that occur in a single calendar month shall not exceed the equivalent of 10 days of Services being added to Customer's account.

4.   This SLA does not apply to any unavailability of the Services caused by: (a) the acts or omissions of Customer; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Snyk; (c) any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (d) Customer Data; (e) Force Majeure events; (f) any suspension of the Services in accordance with the terms of the Agreement; (g) Customer using the Services in a manner inconsistent with the Documentation; (h) Scheduled Downtime; or, (i) Emergency Downtime.

5.   Customer must request the applicable Service Credit by written notice to Snyk within sixty (60) days of an event which gives rise to Service Credits as outlined in the table above. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Snyk's records and data unless Customer can provide Snyk with clear and convincing evidence to the contrary.

6.   The provision of Service Credits and the right to terminate pursuant to Section 2 of this SLA shall be Customer's exclusive remedy, and Snyk's entire liability, for Snyk's failure to adhere to this SLA.

7.   **DEFINITIONS**

The following definitions apply to this SLA:

Downtime: in a given calendar month, the number of minutes during which the proportion of failed API responses to user requests, calculated as part of the overall API responses to user requests, exceeds five percent. Snyk tracks its API responses and monitors their success rate by counting the failed responses as part of the overall response count. Downtime does not include Emergency Downtime or Scheduled Downtime.

Emergency Downtime: those times where Snyk becomes aware of a vulnerability or other issue which, based on a risk assessment of the vulnerability, Snyk determines requires immediate remediation and, as a result, the Services are made temporarily unavailable in order for Snyk to address the vulnerability.

Monthly Uptime Percentage: the total number of minutes in the calendar month minus the number of minutes of Downtime suffered in the calendar month, divided by the total number of minutes in the calendar month.

Scheduled Downtime: those times where Snyk notifies Customer of Downtime 72 hours prior to the commencement of such Downtime, provided that Snyk will use commercially reasonable efforts to: (a) utilize no more than 3 hours of Scheduled Downtime per quarter; and (b) carry out Scheduled Downtime at low traffic times.