



AMENDMENT 1 SERVICES AGREEMENT

This Amendment 1 (this "Amendment") amends the Services Agreement dated as of June 16, 2021 (the "Agreement") by and between AppDynamics LLC ("AppDynamics") and GitGuardian ("GitGuardian") (collectively, the parties), and is hereby made and entered into effective as of October 5, 2021 (the "Amendment Effective Date").

Whereas, the parties wish to amend certain terms and conditions of the Agreement.

Therefore, the parties agree as follows:

I. Amendment Terms and Conditions.

- A. Generally. Capitalized terms not otherwise defined herein shall be deemed to have the meanings set forth in the Agreement. The term "this Agreement" shall mean the Agreement as amended by this Amendment.
- B. Amendment. The Agreement is amended as follows:
 - 1. The following defined terms are added to Section I (Definitions):
 - a. **"Beta Previews"** means software, services, or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.
 - b. **"Customer Modifications"** means Software modifications Customer may make solely for the purpose of developing bug fixes, customizations, or additional features to any libraries licensed under open source licenses that may be included with or linked to by the Software.
 - c. **"Documentation"** means any manuals, documentation and other supporting materials related to the Software that GitGuardian provides or makes available to Customer. Documentation is considered part of the Software.
 - d. **"Feedback"** means any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback on GitGuardian products or services.
 - e. **"Fees"** means the fees Customer is required to pay GitGuardian to use the Products during the applicable Subscription Term or Professional Services, as such fees are reflected on an Order Form or SOW.
 - f. **"License Effective Date"** means the effective date of each Order Form as stated therein. In case of renewal, GitGuardian will provide a new License Key for Customer to download that will allow continued use of the Software in accordance with the Order Form.
 - g. **"License Key"** means the data file used by the Software's access control mechanism that allows you to install, operate, and use the Software.

- h. **"Order Form"** means written or electronic documentation (including a quote) that the Parties use to order the Products.
 - i. **"Parties"** means references to GitGuardian and Customer collectively. Each may be referred to individually as a "Party".
 - j. **"Professional Services"** means training, consulting, or implementation services that GitGuardian provides to Customer pursuant to a mutually executed SOW. Professional Services do not include Support.
 - k. **"Release"** means a Software release that GitGuardian makes generally available to its customers, along with any corresponding changes to Documentation, that contains enhancements, new features, or new functionality.
 - l. **"Software"** means GitGuardian's proprietary Internal Repositories Monitoring Server software. Software includes any applicable Documentation, any Updates to the Software that GitGuardian provides to Customer or that Customer can access under this Agreement.
 - m. **"SOW"** means a mutually executed statement of work detailing the Professional Services GitGuardian will perform, any related Fees, and each Party's related obligations.
 - n. **"Subscription License"** means the license assigned to each User to install, operate, access, and use the Software on Customer's behalf. Customer may only assign one Subscription License per User across its GitGuardian Internal Repositories Monitoring Server instances. Each User will have access to as many of Customer's Internal Repositories Monitoring Server instances, as Customer permits. For clarity, however, once Customer assigns a Subscription License to a User, Customer will not be authorized to bifurcate the Subscription License so that one User can use a Subscription License on Internal Repositories Monitoring Server while another User uses the same Subscription License on another instance of GitGuardian Internal Repositories Monitoring Server.
 - o. **"Subscription Term"** means the period specified in Exhibit A or any Order Form starting from the
 - p. **"Support"** means technical support for the Software that GitGuardian may provide.
 - q. **"Update"** means a Software release that GitGuardian makes generally available to its customers, along with any corresponding changes to Documentation, that contains error corrections or bug fixes.
 - r. **"User"** means a single person or Machine Account that initiates the execution of the Software or interacts with or directs the Software in the performance of its functions. Any contributor to the project you are securing with GitGuardian who has made at least one commit in the last ninety (90) days counts as a User, even if such contributor does not have a direct access to GitGuardian's dashboard. Contributors to Open Source projects however are not counted as Users.
2. The following Exhibit is added to the Agreement as Exhibit F (GitGuardian Internal Repositories Monitoring Server).
- II. Conflicts. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern. Except as expressly modified herein, the terms of the Agreement shall remain in full force and effect.

III. Authority. The person signing this Amendment for each party represents that s/he is duly authorized by all necessary and appropriate corporate action to enter into this Amendment on behalf of such party.

IV. Law and Jurisdiction. The parties agree that this Amendment and any dispute arising hereunder shall be governed by the laws as indicated in the Agreement, as amended.

In Witness Whereof, the parties hereto have executed this Amendment as of the Amendment Effective Date.

GitGuardian:

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:

Jérémy Thomas

549498D9A623498...

Jérémy Thomas

CEO

octobre 13, 2021

AppDynamics LLC:

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:

Alex Ghita

920A068400C9454...

Alex Ghita

General Counsel

October 13, 2021

EXHIBIT F
GITGUARDIAN INTERNAL REPOSITORIES MONITORING SERVER

This Exhibit applies to the following GitGuardian offerings, as further defined below (collectively, the "Products"): the Software; any related Support; and any related Professional Services.

1. Software License Grant. GitGuardian grants to Customer a non-exclusive, non-transferable, worldwide, royalty-free, limited-term license to install and use the Software for Customer's internal business purposes during the applicable Subscription Term, in accordance with the Documentation, and only for the number of Subscription Licenses stated in Customer's Order Form. The Software includes components licensed to GitGuardian by third parties, including software whose licenses require GitGuardian to make the source code for those components available. The source code for such components will be provided upon request.
2. Affiliates. Customer's Affiliates are authorized to use the Software in accordance with this Agreement, so long as Customer remains fully responsible for their access and use of the Software.
3. License Restrictions. Except as expressly permitted by law or by applicable third-party license, Customer and its Affiliates must not and must not knowingly allow any third party to: (i) sublicense, sell, rent, lease, transfer, assign, or redistribute the Software; (ii) host the Software for the benefit of third parties; (iii) disclose or permit any third party to access the Software, except as expressly permitted in Section 2; (iv) hack or modify the License Key, or avoid or change any license registration process; (v) except for Customer Modifications, modify or create derivative works of the Software, or merge the Software with other software; (vi) disassemble, decompile, bypass any code obfuscation, or otherwise reverse engineer the Software or attempt to derive any of its source code, in whole or in part; (vii) modify, obscure, or delete any proprietary rights notices included in or on the Software or Documentation; or (viii) otherwise use or copy the Software or Documentation in a manner not expressly permitted by this Agreement.
4. Intellectual Property Rights. As between the Parties, GitGuardian owns all right, title and interest, including all intellectual property rights, in and to the Products. GitGuardian reserves all rights in and to the Products not expressly granted to Customer under this Agreement.
5. Payment.
 - a. Fees. Customer agrees to pay the Fees in full, up front without deduction or setoff of any kind, in U.S. Dollars. Customer must pay the Fees within sixty (60) days of the GitGuardian invoice date. Amounts payable under this Agreement are non-refundable, except as provided in Section IV (Term) or Exhibit C, Section III (Refunds), as applicable. Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on GitGuardian's net income) that are imposed or become due in connection with this Agreement.
 - b. Purchasing Additional Subscription Licenses. Customer and its Affiliates may obtain additional Subscription Licenses under this Agreement by submitting a request through GitGuardian's sales team. A new Order Form will then be generated and if Customer purchases the additional Subscription Licenses, Customer must pay the applicable Fees in accordance with in the relevant, current Order Form for them, prorated for the balance of the applicable Subscription Term. Upon renewal of Customer's Subscription Licenses for another Subscription Term, GitGuardian will invoice all Subscription Licenses at once on an annual basis unless otherwise specified in an Order Form.
6. Feedback. Customer may provide Feedback to GitGuardian regarding the Products. Feedback is voluntary and is not Customer Confidential Information, even if designated as

such. GitGuardian may fully exercise and exploit such Feedback for the purpose of (i) improving the operation, functionality and use of GitGuardian's existing and future product offerings and commercializing such offerings; and (ii) publishing aggregated statistics about the quality of the Products, provided that no data in any such publication will be used to specifically identify Customer, its employees or Customer's proprietary software code.

7. Subscription Licenses. Subscription Licenses are granted on a per User basis and multiple Users may not use the same Subscription License. Customer may reassign a Subscription License to a new User only after ninety (90) days from the last reassignment of that same Subscription License, unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the User's employment or contract, or (iii) temporary reallocation of Subscription Licenses to cover a User's absence. When Customer reassigns a Subscription License from one User to another, Customer must block the former User's access to the Subscription License.
8. Delivery. GitGuardian will make the License Key available for Customer to download in a secure way. All deliveries under this Section 8 will be electronic. For the avoidance of doubt, Customer is responsible for installation of any Software and acknowledge that GitGuardian has no further delivery obligation with respect to the Software after delivery of the License Key. As Updates become available, GitGuardian will make those available for download. Customer must Update the Software on a commercially reasonable basis but no less than one (1) time per year. Customer is responsible for maintaining the confidentiality of Customer's usernames and passwords.
9. Verification. At GitGuardian's request, Customer will promptly provide GitGuardian with a report verifying that Customer is using the Software in accordance with this Agreement. GitGuardian will invoice Customer for any additional use in accordance with the Fees listed in the relevant, current Order Form, effective from the date its use first exceeded the terms of the Agreement.
10. Support.
 - a. Standard Support. GitGuardian will provide standard technical Support for the Software at no additional charge ten (10) hours per day, five (5) days per week, excluding weekends and national French holidays. Standard Support is only offered via web-based ticketing through GitGuardian Support or at support@gitguardian.com email address, and Support requests must be initiated from a User with which GitGuardian's Support team can interact. GitGuardian may provide premium Support or dedicated technical Support for the Software at the Support level, Fees, and Subscription Term specified in an Order Form or SOW.
 - b. Enhanced Support Offerings. GitGuardian may provide enhanced Support offerings for the Software at the Support level, Fees, and Subscription Term specified in an Order Form or SOW.
 - c. Exclusions. GitGuardian will use reasonable efforts to correct any material, reproducible errors in the Software of which Customer notifies GitGuardian. However, GitGuardian will not be responsible for providing Support where (i) someone (other than GitGuardian) modifies the Software; (ii) Customer changes its operating system or environment in a way that adversely affects the Software or its performance; (iii) Customer uses the Software in a manner other than as authorized under this Agreement or the Documentation; or (iv) there is negligence or misuse by Customer of the Software.
 - d. Updates; Releases. GitGuardian will only Support a given Release of the Software for one (1) year from the original Release date, or six (6) months from the last Update of the Release, whichever is longer. If Customer requires Support for earlier Releases of the

Software, then Customer must pay for that Support in accordance with the terms of a mutually agreed upon Order Form or SOW.

11. Professional Services. Upon Customer's request for Professional Services, GitGuardian will provide an SOW detailing such Professional Services. GitGuardian will perform the Professional Services described in each SOW. GitGuardian will control the manner and means by which the Professional Services are performed and reserves the right to determine personnel assigned. GitGuardian may use third parties to perform the Professional Services, provided that GitGuardian remains responsible for their acts and omissions. Customer acknowledges and agrees that GitGuardian retains all right, title and interest in and to anything used or developed in connection with performing the Professional Services, including software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how. To the extent GitGuardian delivers anything to Customer while performing the Professional Services, GitGuardian grants to Customer a non-exclusive, non-transferable, worldwide, royalty-free, limited-term license to use those deliverables during the term of this Agreement, solely in conjunction with Customer's use of the Software.
12. Limited Warranties.
 - a. Limited Software Warranties. GitGuardian warrants that: (i) for ninety (90) days from the date it is made available for initial download, the unmodified Software will substantially conform to its Documentation. GitGuardian does not warrant that Customer's use of the Software will be uninterrupted, or that the operation of the Software will be error-free. The warranty in this Section 12 will not apply if Customer modifies or uses the Software in any way that is not expressly permitted by this Agreement and the Documentation. GitGuardian's only obligation, and Customer's only remedy, for any breach of this warranty will be, at GitGuardian's option and expense, to either (a) repair the Software; (b) replace the Software; or (c) terminate this Agreement with respect to the defective Software, and refund the unused, prepaid Fees for the defective Software during the then-current Subscription Term.
 - b. Professional Services Warranty. GitGuardian warrants to Customer that any Professional Services performed under this Agreement will be performed in a professional and workmanlike manner by appropriately qualified personnel. GitGuardian's only obligation, and Customer's only remedy, for a breach of this warranty will be, at GitGuardian's option and expense, to either: (i) promptly re-perform any Professional Services that fail to meet this warranty or (ii) if the breach cannot be cured, terminate the SOW and refund the unused, prepaid Fees.
 - c. Beta Previews. Customer may choose to use Beta Previews in its sole discretion. Beta Previews may not be supported and may be changed at any time without notice. Beta Previews may not be as reliable or available as the Software. Beta Previews are not subject to the same security measures to which the Software has been and is subject. GitGuardian will have no liability arising out of or in connection with Beta Previews. CUSTOMER USES BETA PREVIEWS AT ITS OWN RISK.
 - d. Warranty Disclaimer. THE LIMITED WARRANTIES DESCRIBED ABOVE ARE THE ONLY WARRANTIES GITGUARDIAN MAKES WITH RESPECT TO THE SOFTWARE, PROFESSIONAL SERVICES, AND SUPPORT. GITGUARDIAN DOES NOT MAKE ANY OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, AND HEREBY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, , OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

PROVIDED BY GITGUARDIAN OR ANYWHERE ELSE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. Effect of Termination; Survival. When this Agreement terminates or expires, Customer may not execute additional Order Forms; however, the Agreement will remain in full force and effect for the remainder of any active Order Forms. When an Order Form terminates or expires, as to that Order Form: (i) the Subscription Term for any Software will immediately end; (ii) Customer will no longer have the right to use the Software, and any Subscription Licenses granted in the Order Form will automatically cease to exist as of the date of termination or expiration; (iii) if any Fees were owed prior to termination, Customer must pay those Fees immediately; (iv) Customer must destroy all copies of the Software in its possession or control, and certify in writing to GitGuardian that it has done so; and (v) each Party will promptly return to the other (or, if the other party requests it, destroy) all Confidential Information belonging to the other. Any terms or sections which by their nature should reasonably survive will survive the termination or expiration of this Agreement or an Order Form.
14. Notices. Unless otherwise stated herein, any notice, request, demand or other communication under this Agreement must be in writing (e-mail is acceptable), must reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) one (1) business day following confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt and email; or (iv) three (3) business days after deposit with an internationally recognized express courier and email, with written confirmation of receipt. Notices can be sent to the address(es) set forth in this Agreement, unless a Party notifies the other that those addresses have changed.