SHIFTLEFT, INC.
MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "**Agreement**") is made and entered into as of July 8, 2019 (the "**Effective Date**") by and between ShiftLeft, Inc., a Delaware corporation ("**Company**") and AppDynamics LLC, a limited liability company ("**Customer**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**"). In consideration of the mutual promises and agreements set forth in this Agreement, the Company and Customer intending to be legally bound, agree as follows:

1. **SERVICES OFFERED.** This Agreement governs Company's provision of certain software products and services (collectively, the "**Services**"). The Services that Company is to provide to Customer are specified in one or more ordering documents (each such document, an "**Order Form**"), which is hereby incorporated into this Agreement by reference. In order to be binding each Order Form must be signed by both Parties. The Parties may add additional Order Forms from time to time during the term of this Agreement. Customer may place an order in an Order Form for one or more of the Services described in this Section 1.

    a. **ShiftLeft Inspect and ShiftLeft Protect**. The Services may include access to ShiftLeft Inspect and ShiftLeft Protect through Company's platform that (i) analyzes Customer's software source code to identify and extract the security relevant elements (the "**Security DNA**"), and (ii) using the Security DNA, monitors deviations from it in Customer's software runtime environment and prepares real-time reports and analyses of those deviations ("**Platform**").

    b. **Ocular**. The Services may also include Company's Ocular product. "**Ocular**" is a command tool that (i) generates a versatile intermediate graph representation of code called the "Code Property Graph" ("**CPG**"), (ii) allows for query of the CPG through an interactive shell that supports a custom query language for code analysis, and (iii) allows for scripts to be executed non-interactively to perform custom scans for patterns indicating vulnerable code.

2. **USE OF THE SERVICES**

    c. **Use of the Platform and Licensed Software.** The Services may include access to Company's Platform and the Licensed Software (defined below). Subject to the terms of this Agreement, Company grants to Customer a limited, non-exclusive, non-sublicensable, non-assignable (subject to Section 9(b)) right during the term of the applicable Order Form to access and use the Platform solely by its Users (as defined in Section 2(j)) and solely in connection with Customer's internal business operations. Subject to the terms of this Agreement, Company grants to Customer a limited, non-exclusive, non-sublicensable, non-assignable (subject to Section 9(b)) license during the term of the applicable Order Form to: (i) if Customer has opted to utilize Company's runtime agent (the "**Runtime Agent**"), install the Runtime Agent and any integration-related software provided by Company to Customer (the "**Integration Software**") on Customer's IT systems, (ii) if Customer has opted to utilize Ocular (Ocular, collectively with the Runtime Agent and Integration Software, the "**Licensed Software**"), install Ocular on Customer's IT systems, and (iii) use the Licensed Software that Company provides to Customer, in each case, solely in connection with Customer's use of the Services.

    d. **Use of the Documentation.** Subject to the terms of this Agreement, Company grants to Customer a limited, non-exclusive, non-sublicenseable, non-assignable (subject to Section 9(b)) license to use any user guide or similar documentation relating to the Services that Company

provides to Customer, as revised from time to time (the "**Documentation**"), in each case, solely in connection with its internal business operations.

e. Technical Support Services. Company will provide technical support regarding the Services according to the level of support subscribed to by Customer (the "**Support Services**").

f. Restrictions of Use. Except as otherwise explicitly provided in this Agreement, Customer will not, and will not permit or authorize third parties, including Users, to: (i) alter, adapt, reproduce, modify, create derivative works based on, reverse engineer, decompile, reverse compile, reverse assemble, translate, or disassemble all or any portion of the Services or the Documentation (collectively, the **"Company Materials"**), (ii) use the Company Materials to (A) create, market, or distribute any product or service that is competitive with the Company Materials, or (B) act as a service bureau on behalf of, or otherwise provide processing or Services support to, any person or entity, (iii) disclose the results of any benchmarking of the Services, or use such results for its own competing software development activities, (iv) transfer, sell, lease, license, sublicense, distribute, disclose, divulge, or make available the Company Materials to, or permit use of or access to the Company Materials by, any person or entity other than Customer and Users, (v) enter into any agreement with, or make any representation to, any other person or entity that conflicts with, results in any breach of this Agreement, (vi) remove, alter, or obscure any intellectual property notice or other restrictive notice or legend contained or included in or on any Company Materials, or (vii) contest, challenge, or otherwise make any claim or take any action adverse to Company's ownership of, or interest in, the Company Materials, including the intellectual property rights therein. Notwithstanding anything to the contrary in this Agreement, Customer shall not share or disclose the reports provided through the Services with any third party or use such reports for any purpose other than Customer's internal business operations.

g. Compliance with Laws. Customer will use the Company Materials in compliance with all applicable laws, rules, and regulations.

h. Protection Against Unauthorized Use. Customer will be responsible for all use of the Company Materials associated with Customer, including by Users and unauthorized users who obtained access to the Services directly or indirectly through Customer. Customer will prevent any unauthorized use of the Company Materials and immediately notify Company in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Company Materials directly or indirectly through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and reasonably assist with any actions taken by Company to prevent or terminate unauthorized use of the Company Materials.

i. Reservation of Rights. Except for the rights granted to Customer in this Section 2, (i) Customer will not have any rights in or to the Company Materials and (ii) Company reserves to itself all rights in and to the Company Materials.

j. Feedback. Customer hereby grants Company a perpetual, irrevocable, non-exclusive, assignable, worldwide license to use any suggestion or idea for Company's products or the Services that Customer communicates to Company ("**Feedback**"), without compensation, without any obligation to report on such use, and without any other restriction. The foregoing license includes, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses and otherwise disclose any such Feedback to the public. Company agrees that a disclosure of Feedback, if any, by Company will not identify or associate Customer with such Feedback.

k. Users. Except as otherwise agreed to by Company and Customer, Customer may authorize up to the number of users specified on each Order Form (each such individual user, a "**User**"). Customer may add additional Users through the Services, subject to payment of any additional fees. Customer acknowledges that Company may suspend or deny access to the Services to any User if Customer determines that that User is in breach of any provision of this Agreement, with reinstatement to occur upon proven compliance with this Agreement.

l. Audit. Upon reasonable notice to Customer, Company will be permitted to audit Customer's use of the Company Materials to determine Customer's compliance with this Agreement. Customer will reasonably cooperate with Company with respect to its performance of such audit.

m. Customer Materials and Data Retention.

i. Customer Materials. As between Customer and Company, Customer is and will be the sole and exclusive owner of all right, title, and interest in and to all source code provided by Customer to Company (other than open source code) and the Security DNA and any analyses thereof provided to Company by Customer through the Service (the "**Security DNA Reports**") (collectively, the "**Customer Materials**"), including all intellectual property rights therein and thereto, subject to the rights granted to Company in this Agreement. Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (subject to Section 9(b)), royalty-free license to reproduce, distribute, create derivative works based on, and otherwise use Customer Materials during the term of this Agreement in connection with performing the Services and its other obligations under this Agreement.

ii. Models and Learnings. As between Customer and Company, Company is and will be the sole and exclusive owner of all right, title, and interest in and to all information, data, algorithms, software, results, and other content that is derived by or through Customer's and Users' interactions with the Services or from Company's processing of Customer Materials (excluding, for the avoidance of doubt, the Security DNA and Security DNA Reports, or Customer Materials).

iii. Data Retention. Company is not responsible for performing, and is not liable for any failure to perform, any back-up of any Customer Materials. Company recommends that Customer perform regular exports and back-ups of Customer Materials. Customer acknowledges that, with respect to each of Customer's applications in connection with which it executes Ocular, the Security DNA Reports related to each application are only active for the one hour period following first execution.

n. Assistance. Customer shall (i) provide Company with all necessary cooperation and information needed by Company to provide the Services (including with respect to providing Customer's source code to Company and integrating Customer's software with the Services), (ii) ensure that its hardware, software, communications equipment and lines, and all other information technology and communications equipment, systems, and networks comply with the technical specifications provided by Company to Customer from time to time for use of the Services, and (iii) be solely responsible for procuring and maintaining its network connection and telecommunication links from its systems to Company's systems.

o. Changes to the Services. Company may, from time to time, make changes to the Services that it deems necessary or useful to: (i) maintain or enhance (A) the quality or delivery of the Services, (B) the competitive strength of or market for the Services, or (C) the Services cost efficiency or performance; or (ii) to comply with applicable laws, rules, and regulations. Company

shall use commercially reasonable efforts to ensure that any change will not materially diminish the features or functionality of the Services.

3. CONFIDENTIAL INFORMATION

a. **Definition.** As used in this Agreement, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") that is either marked in writing as "confidential" or by a similar designation or that should be considered confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Company's Confidential Information includes the Company Materials (and all methodologies, features, and functions embodied in and/or used by the Services). Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

b. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. The Receiving Party may not disclose any Confidential Information of the Disclosing Party to any third party without the Receiving Party's prior express written consent (except to its employees and subcontractors with a legitimate need to know such information who agree in writing to comply with this Agreement). The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, on condition that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

c. Without limiting this Section 3 of the Agreement, Company will use industry-standard security practices designed to maintain the security of any Customer Materials, including by encrypting all Customer Materials at rest and storing Customer Materials in a separate tenancy from the materials of other customers within Company's storage solution.

4. TERM AND TERMINATION

a. **Term.** This Agreement is effective as of the Effective Date and, unless terminated, will remain in effect until all Order Forms have expired or been terminated.

b. **Termination for Material Breach.** Either Party may terminate this Agreement if the other Party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching Party. Termination in accordance with this Section 4(b) will take effect when the breaching Party receives written notice of termination from the non-breaching Party, which notice must not be delivered until the breaching Party has failed to cure its material breach during the 30-day cure period. If Customer fails to timely pay any amount due, Company may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.

c. **Termination for Bankruptcy.** A Party may terminate this Agreement or any Order Form at any time by providing notice of termination to the other Party if that other Party (i) becomes insolvent or unable to pay its debts as they mature, (ii) makes an assignment for the benefit of its

creditors, (iii) is dissolved or liquidated, or takes any corporate action for those purposes, (iv) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, or (v) seeks relief or if proceedings are commenced against that other Party, or on its behalf, under any bankruptcy, insolvency or debtors' relief law and those proceedings have not been fully stayed within seven days or vacated or set aside within 30 days after the commencement of those proceedings.

d. Post-Termination Obligations. Upon any termination of this Agreement, (i) Customer shall cease using the Company Materials, Customer shall return or destroy all Company Materials in its possession or control, (ii) Customer will pay to Company any Fees (as defined in Section 5(a)) or other amounts that have accrued prior to the effective date of the termination, and (iii) any and all liabilities accrued prior to the effective date of the termination will survive.

e. Survival. Sections 1, 2(e), 2(f), 2(g), 2(h), 2(i), 3, 4(d), 4(e), and 5-9 survive any termination of this Agreement.

5. FEES AND PAYMENT

a. Fees. Customer will pay Company the fees described on the Order Forms (the "**Fees**") in accordance with the payment terms specified in the applicable Order Form. Customer is solely responsible for providing Company accurate and complete billing and contact information and for notifying Company of any changes to such information.

b. Overdue Charges. Late Fee payments will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

c. Taxes. Customer will be responsible for payment of all sales, use, property, value-added, withholding, or other federal, state or local taxes except for taxes based solely on Company's net income. If Company is required to pay any such taxes based on the licenses granted in this Agreement or on Customer's use of the Services, then such taxes will be billed to and paid by Customer.

6. WARRANTIES AND DISCLAIMER

a. Mutual Warranties. Each Party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; and (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement.

b. DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTION 6(a), COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. COMPANY DOES NOT WARRANT (I) THAT THE SERVICES WILL IDENTIFY ANY OR ALL SECURITY VULNERABILITIES OR ARE ERROR-FREE, (II) THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED, (III) THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS

ACCURATE OR COMPLETE, OR (IV) THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S, INCLUDING USERS', USE OF THE SERVICES.

7. INDEMNIFICATION

a. Defense by Customer. Customer will defend Company from any actual third-party claim arising out of or based upon Customer's, including Users', use of the Services to the extent such claim alleges that Company's use of the Services infringes or misappropriates any patent, copyright, trademark or trade secret of a third party, except to the extent the claim arises out of or is based on Company's negligence or willful misconduct. Company will (i) give Customer prompt written notice of the claim, (ii) grant Customer full and complete control over the defense and settlement of the claim, and (iii) provide assistance in connection with the defense and settlement of the claim as Customer may reasonably request. Company will have the right to participate in the defense of the claim at its own expense and with counsel of its own choosing.

b. Indemnification by Customer. Customer will indemnify Company from and pay all damages, costs, and attorneys' fees finally awarded against Company, by a court of competent jurisdictions, as a result of any claim under Section 7(a).

c. Defense and Indemnification by Company. Company agrees at its expense to defend Customer against any third party claim to the extent such claim alleges that the Services infringes or misappropriates any patent, copyright, trademark or trade secret of a third party, and Company shall pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of any such claim. The following are conditions to any claim for indemnification under this section C. The indemnified party must promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify, provided, however, that the failure to provide such notice shall not relieve the indemnifying party of its obligations under this section. The indemnifying party shall control the defense of any such claim.

8. LIMITATIONS OF LIABILITY

a. DISCLAIMER OF INDIRECT DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

b. CAP ON LIABILITY. EXCEPT FOR EITHER PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION) OR LIABILITY ARISING OUT OF SECTION 3 (CONFIDENTIALITY), UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

c. INDEPENDENT ALLOCATIONS OF RISK. 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 COMPANY 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 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

9. GENERAL

a. Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

b. Assignability. Neither party shall assign its right, duties, or obligations under this Agreement without the other party's prior written consent and any attempted assignment will be void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

c. U.S. Government Rights. Company provides the Services for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Company to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

d. Export Regulations. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("**EAR**") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("**ITAR**") maintained by the Department of State. Specifically, Customer covenants that it will not -- directly or indirectly -- sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Company under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Customer agrees to indemnify, to the fullest extent permitted by law, Company from and against any fines or penalties that may arise as a result of Customer's breach of this provision.

e. Publicity. Company may not list Customer as a customer of Company and may not use Customer's name and logo.

f. Subcontractors. Company may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

g. Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control.

h. Governing Law and Dispute Resolution.

i. **Governing Law.** This Agreement (including this Section), any dispute, claim, or controversy between the Parties arising out of or relating to this Agreement or the performance of the Services, whether in contract, tort, or otherwise (each, a "**Disputed Matter**"), and the Parties' rights, remedies, and obligations under this Agreement, are to be construed in accordance with and governed by the laws of the State of California applicable to agreements made and to be wholly performed in that state by persons or entities residing or having their principal places of business therein, without giving effect to the State of California's conflict of laws rules to the extent those rules would require applying another jurisdiction's laws and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Subject to 9(h)(ii), the Parties may commence an action, suit or proceeding arising out of or relating to this Agreement or the performance of the Services only in, and hereby consent to the exclusive jurisdiction of, the federal and state courts located in the City of San Francisco within the State of California.

i. **Waiver.** The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

j. **Severability**. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Services will immediately terminate.

k. **Notices**. All notices, requests, claims, and other communications between the Parties described in or otherwise regarding this Agreement must be in writing and be given or made (and will be effective on receipt) by delivery in person, by nationally recognized overnight courier service (with signature required and all fees prepaid), by facsimile (with confirmation of transmission), by e-mail (with telephone confirmation or confirmation by another method set forth in this Section) or by registered or certified mail (postage prepaid, return receipt requested) to a Party.

l. **Entire Agreement.** This Agreement, including any Order Forms, is the final and complete expression of the agreement between the Parties regarding Customer's use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically agrees to such provision in a writing that is signed by an authorized agent of Company.

Accepted and agreed to by:

SHIFTLEFT, INC.

By: _James A Sortino_

Name: James A Sortino

Title: Vice President, Global Sales

Date: 7/12/19

CUSTOMER: AppDynamics LLC

By: _George Karamanos_
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Name: George Karamanos

Title: VP and Deputy General Counsel

Date: July 18, 2019