DATA FEED LICENSE AGREEMENT

This Data Feed License Agreement ("Agreement") is entered into by and between Snyk Limited ("Supplier"), and AppDynamics LLC a Delaware company with its principal place of business at 303 Second Street, North Tower, Eighth Floor, San Francisco, CA 94107 and its Affiliates (defined below; collectively, "AppDynamics"), as of the Effective Date.

      WHEREAS, Supplier provides certain research and a data feed service (as further defined below), and in return for paying the License Fee, AppDynamics desires to license such information from Supplier on the terms and conditions of this Agreement.

      NOW, THEREFORE, the parties agree as follows:

1. <u>Definitions</u>.

    1. "Admin Users" means users designated by AppDynamics to access and manage the Raw Data, subject to Section 6(a)(i).

    2. "Affiliate" means with respect to a party, an entity controlled by, controlling, or under common control with such party.

    3. "Change of Control" means any transaction or series of transactions (including, without limitation, any such transaction(s) in bankruptcy) in which a person or group of related persons who do not control Supplier prior to such transaction(s) obtain(s) either fifty percent (50%) or more of Supplier's outstanding securities, or control of Supplier by any other means, whether by operation of law or otherwise, including through voting agreement, merger, consolidation, acquisition of all or substantially all assets, or otherwise.

    4. "AppDynamics Competitor" means any direct competitor of AppDynamics generally or for any of the Integrated Products.

    5. "Data Feed" means Supplier's data feed service and research information as described in Exhibit A hereto including but not limited to the Raw Data and updates, fixes and patches thereof provided by Supplier.

    6. "Effective Date" means the last date of signature of this Agreement unless a different Effective Date is set forth in Exhibit A hereto.

    7. "Intellectual Property" means any and all tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; and (e) intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, not otherwise described above and registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

    8. "Integrated Products" means AppDynamics security products, services and/or features which integrate, embed and/or are bundled with the Data Feed and include (a) products, services, and/or features that have a vulnerability detection and/or vulnerability management feature in

addition to other AppDynamics value added components and which render descriptive results to customers and not unprocessed Raw Data, and/or (b) products, services, and/or features that leverage AppDynamics threat intelligence and research data of which the Data Feed is combined with other AppDynamics and third party data sets..

9. "License Fee" means the payments to Supplier for the license and support of the Data Feed in the amount(s) set forth on Exhibit A hereto.

10. "Raw Data" means the Supplier's vulnerability databases described on Exhibit A or any part of it, presented to AppDynamics through the Data Feed in raw JSON text file format.

11. "Term" means the Initial Term and all Renewal Terms (if any), collectively, as explained in Section 5(a).

12. "Third Party Property" means third party software or content, including but not limited to copyrighted artwork.

2. <u>License Fee; Payment Terms</u>.

   a. <u>License Fee</u>. Subject to the terms and conditions of this Agreement, AppDynamics shall pay Supplier the License Fee.

   b. <u>Payment Terms</u>. Supplier shall invoice on signature of this Agreement and thereafter at each 12 month anniversary during the Term of this Agreement. Payment terms shall be net sixty (60) days of AppDynamics's receipt of an invoice by Supplier referencing a valid AppDynamics purchase order.

3. <u>Ownership and License Grants</u>.

   a. <u>Ownership</u>. Each party will retain all rights in any Intellectual Property that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date, except that AppDynamics shall own all rights in and any derivative works of the Data Feed which are made by AppDynamics as permitted by this Agreement, and any Intellectual Property therein. All Third Party Property will be and remain the property of such third party.

   b. <u>License Grants</u>. Supplier hereby grants to AppDynamics the following licenses during the Term of this Agreement and the Wind-down Services and thereafter as described in Section 5(g):

      (i)   a limited, nontransferable, nonexclusive, worldwide, license to: (i) provide access to the Raw Data to Admin Users and authorize Admin Users to use the Raw Data as reasonably required to develop, test, deliver, operate, support, and maintain the Integrated Products, subject to Section 6(a)(i) and Exhibit C; (ii) store the Raw Data on AppDynamics's on-premise, private cloud, and/or other AppDynamics owned or operated installation environment and on such number of physical or virtual machines (including without limitation server, host, node and docker engine) as reasonably required; (iii) use, reproduce, integrate, embed and/or bundle the Data Feed in whole or in part with Integrated Products; and (iv) distribute and license the Data Feed as a component of the Integrated Products, and not on a stand-alone basis, to its customers and/or third parties (directly and/or indirectly via channel partners);

      (ii) a license to grant sublicenses to Affiliates and subcontractors, without the right to grant further sublicenses, provided that (i) all such sublicensees shall have executed a written agreement with AppDynamics sufficient to secure compliance by the sublicensees with AppDynamics's obligations under this Agreement

regarding confidentiality, ownership and use of the Data Feed, and (ii) as between AppDynamics and Supplier, any breach of this Agreement by any such sublicensee shall constitute a breach by AppDynamics; and

(iii)   a nontransferable, nonexclusive, worldwide, license to use, Supplier's trademark(s) set forth on Exhibit B (the "Trademark(s)") solely in connection with the Supplier attribution described on Exhibit B during the term of this Agreement and the Wind-down Services, and thereafter only with Supplier's prior written consent.

The license grants set forth in this Section 3(b) include all rights under Supplier Intellectual Property Rights as required to exercise such license grants without additional license, royalty or other fees.

c.   License Restrictions. Except as expressly permitted herein, AppDynamics shall have no right and shall not allow any third party to:

(i)   sublicense, distribute, repackage, disclose, display or sell the Data Feed as a stand-alone offering;

(ii)   integrate the Raw Data into any products, tools, applications or software other than the Integrated Products;

(iii)   permit anyone other than Admin Users to access or view the Raw Data; or

(iv)   remove, alter or permit any person to remove or alter any copyright, trademark or other proprietary notices on, stated in or affixed to any Data Feed.

(v)   Notwithstanding the foregoing, AppDynamics may make a reasonable number of back-up copies of the Data Feed.

No licenses will be deemed to have been granted by Supplier or AppDynamics to any Intellectual Property except as otherwise expressly provided in this Agreement.

d.   Supplier Support. During the Term of this Agreement, Supplier shall (a) actively maintain and deliver the Data Feed with substantially the same amount of time, resources and attention as it does as of the Effective Date and on no less than the frequency set forth on Exhibit A; and (b) use reasonable best efforts to respond to rule modification requests from AppDynamics within five (5) business days.

e.   Third Party Property. From time to time, Supplier may deem it useful or necessary to use Third Party Property in carrying out its duties hereunder. Supplier shall obtain advance written approval by an authorized representative of AppDynamics prior to use of such Third Party Property in the Data Feed.

f.   Integrated Product Updates. Upon request from Supplier not more than once per calendar quarter, the parties will have a roadmap meeting to discuss the then current and planned Integrated Product roadmap. All roadmap discussions will be held in strict confidence by Supplier.

4.   Confidentiality.

a.   Agreement as Confidential Information. The parties shall treat the terms and conditions and the existence of this Agreement as Confidential Information. Supplier shall obtain AppDynamics's written consent prior to any publication, presentation, public announcement or press release concerning the existence or terms and conditions of this Agreement.

b. <u>Confidential Information</u>. Except as otherwise expressly provided in this Agreement, including but not limited to Section 3(b), each party agrees that (a) all information communicated to it by the other party and identified as confidential, whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with Supplier's duties, whether before or after the date hereof, (c) Intellectual Property and (d) any information concerning products, processes, formulas, algorithms, designs, schematics, works of authorship, inventions (whether or not patentable or registrable under copyright, mask works or similar laws and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, files, databases, code, programs, formats, marketing plans and analyses, business plans and analyses, strategies, forecasts, AppDynamics and supplier identities, characteristics and agreements, will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement. Without limiting the foregoing, AppDynamics acknowledges that the Data Feed (including the Raw Data) is Confidential Information of Supplier subject to this Section 4, provided that use and disclosure as authorized under Section 3(b) shall not constitute a breach of this Section 4. Each party agrees to use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information will be disclosed by one party to a third party without the prior written consent of the other party; provided, however, that each may disclose the other party's Confidential Information to those of its employees and contractors who have a need to have access to such information in connection with their employment or service, so long as the disclosing party advises each employee or contractor of the confidentiality obligations set forth in this Section 4(b).

c. <u>Exclusions</u>. The foregoing will not prevent any party from disclosing information that (a) is publicly known or becomes publicly known through no unauthorized act of that party, (b) is rightfully received from a third party or (c) is independently developed without use of the other party's Confidential Information. If Confidential Information is required to be disclosed pursuant to a requirement of a governmental authority, such Confidential Information may be disclosed pursuant to such requirement so long as the disclosing party, to the extent possible, provides the other party with timely prior notice of such requirement and coordinates with the other party in an effort to limit the nature and scope of such required disclosure.

d. <u>Return on Termination</u>. Upon written request of either party at the termination of this Agreement for any reason, all tangible Confidential Information (and all copies thereof) of that party will be returned to that party or will be destroyed, with written certification thereof being given to the requesting party.

5. <u>Term and Termination</u>.

a. <u>Term</u>. This Agreement shall commence on the Effective Date and shall continue in effect until the End Date specified in Exhibit A (the "Initial Term"), unless sooner terminated as provided in this Agreement or renews upon mutual agreement of the parties.

b. <u>AppDynamics Early Termination Right</u>. AppDynamics may terminate this Agreement effective upon written notice to Supplier in the event of a Change of Control of Supplier in favor of a AppDynamics Competitor or an assignment of this Agreement by Supplier to a AppDynamics Competitor or an Affiliate thereof.

c. <u>Termination for Cause</u>. Either party may terminate this Agreement immediately upon written notice if the other party is in material breach of a provision of this Agreement and fails to cure that breach within thirty (30) days of written notice of the breach and the party's intention to terminate if the breach is not cured.

d. <u>Termination for Insolvency</u>. Either party may terminate this Agreement by delivering written notice to the other party upon the occurrence of any of the following events: (a) a receiver is appointed for the other party or its property; (b) the other party makes a general assignment for the benefit of its creditors; (c) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (d) the other party becomes insolvent or is liquidating, dissolving or ceasing business operations.

e. <u>Effect of Termination</u>. On expiration or termination of this Agreement for any reason or the cessation of any Wind-down Services as referred to in Section 5(f) (whichever is the later), the right to receive Data Feed updates shall terminate immediately.

f. <u>Wind-down</u>. Upon expiration or termination of this Agreement, at AppDynamics's option for wind-down purposes, Supplier shall provide AppDynamics with one additional year of support and Data Feed updates and AppDynamics shall have the right during such one year period to continue to exercise all licenses set forth herein, at a fee to be mutually agreed but which shall not exceed the annual License Fee for the immediately preceding year ("Wind-down Services").

g. <u>Survival and Refund</u>. For the avoidance of doubt, AppDynamics's rights under Section 3(b) survive termination in perpetuity with regard to the Data Feed provided through the date of expiration or termination of this Agreement or if applicable, through the date of expiration of the Wind-down Services. In the event of a termination of this Agreement by AppDynamics under Section 5(c) or Section 5(d), Supplier will promptly refund to AppDynamics the unused portion of the prepaid fees based on the number of days remaining in the pre-paid term as of the termination date.

6. <u>Representations and Warranties; Indemnification</u>.

a. <u>Representations and Warranties</u>.

(i) Each party represents and warrants to the other party that it has the right to enter into this Agreement.

(ii) Supplier represents and warrants to AppDynamics that Supplier (i) owns or has the rights necessary for Supplier to use all information, software, Trademark(s) or other technology furnished by Supplier to AppDynamics hereunder and for AppDynamics to use the Data Feed pursuant to the license granted hereunder, and (ii) that Supplier has complied with or shall comply with, at its sole cost and expense, all applicable federal, state, local and other governmental laws and regulations.

(iii) AppDynamics represents and warrants that it shall (i) classify the Data Feed using at least the same level of data classification applied by AppDynamics to other similar open source vulnerability data included in AppDynamics's threat research database(s) and no less than the standard of care applicable in the industry; (ii) exercise at least the same standard of care to protect the Data Feed as it exercises to protect its own and other similar third party data licensed by it and no less than the standard of care applicable to the data classification assigned by AppDynamics, (iii) comply with the instructions set out in Exhibit C concerning security, and (iv) be responsible for setting the access rights for each of its Admin User having access to the Raw Data as reasonably required to carry out AppDynamics's obligations set forth above in this Section 6(a)(iii) and utilizing the principle of "least privilege" access for all AppDynamics production environments containing Raw Data.

b. <u>Disclaimer</u>. NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT REPRESENT OR WARRANT THAT THE DATA FEED WILL BE UNINTERRUPTED OR ERROR-FREE.

c. <u>Indemnification</u>. Supplier hereby agrees to indemnify, defend and hold harmless AppDynamics from and against any and all third party claims, actions, proceedings, liabilities or losses including, without limitation, reasonable attorneys' fees, incurred in connection with any claim that (a) the Data Feed infringes such third party's intellectual property rights, or (b) AppDynamics's use of the Trademark(s) infringes intellectual property rights of any third party.

d. <u>Notice of Claims</u>. Supplier's obligation and liability under Section 6(c) (Indemnification) is subject to the conditions that: (a) AppDynamics has promptly notified Supplier in writing of the claim; (b) AppDynamics reasonably cooperates with Supplier and permits Supplier to assume sole control of the defense of the claim and all negotiations for any settlements thereof; and (c) AppDynamics refrains from admitting any liability or otherwise compromising the defense of the claim (in whole or in part), without the prior express written consent of Supplier. Supplier will not agree to any settlement that imposes a material obligation on AppDynamics without AppDynamics's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

e. In no event shall Supplier, its employees, agents and sub-contractors be liable to AppDynamics to the extent that the alleged infringement in Section 6(c) is based on: (a) a modification of the Data Feed by AppDynamics or anyone authorized by AppDynamics if there would be no infringement without such modification; or (b) AppDynamics's use of the Data Feed in a manner contrary to the written instructions given to AppDynamics by Supplier or the terms of this Agreement.

7. <u>LIMITATION OF LIABILITY</u>.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR LIABILITIES ARISING UNDER SECTION 6(c) (INDEMNIFICATION), AND EXCEPT FOR BREACH OF SECTION 4 (CONFIDENTIALITY), UNDER NO CIRCUMSTANCES WILL EITHER PARTY, ITS EMPLOYEES, OFFICERS OR DIRECTORS, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE TO THE OTHER UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF, OR RELATING IN ANY WAY TO, THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES REFLECTS THE ALLOCATION OF RISKS BETWEEN THEM AND FORMS AN ESSENTIAL PART OF THE BARGAIN BETWEEN THEM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 6(c), IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY IN CONNECTION WITH, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THREE (3) TIMES THE TOTAL AGGREGATE AMOUNT PAID BY AppDynamics TO SUPPLIER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

8. <u>Miscellaneous</u>.

a. <u>Governing Law; Forum Selection</u>. This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions. The parties agree to the jurisdiction of the California state courts in the City and County of San Francisco, California, or in the event of federal jurisdiction, the federal court for the Northern District of California,

San Francisco division. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

b. <u>Force Majeure</u>. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, riots, acts of war, governmental regulations, communication or utility failures. The party seeking relief from the force majeure event shall promptly notify the other of the occurrence of such event.

c. <u>Entire Agreement</u>. This Agreement, including all exhibits, expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior or contemporaneous oral or written agreements with respect to the subject matter hereof.

d. <u>Severability</u>. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

e. <u>Waiver</u>. Any term of this Agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement.

f. <u>Assignment</u>. Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment or delegation without the prior written consent of the other party will be void. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate or a successor in interest resulting from a Change of Control event. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.

g. <u>Survival</u>. Sections 1, 3(a), 3(b), 3(c), 4, 5(e), 5(f), 5(g), 6(c), 7, 8(a) and 8(g) of this Agreement shall survive termination of this Agreement for any reason.

h. <u>Notices</u>. Unless otherwise provided herein, all notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) five (5) days after being deposited in the United States mail, postage prepaid and addressed to the addresses set forth in this Agreement, or to such other address as each party may designate in writing, or (iii) upon acknowledgement of receipt if delivered by e-mail to the e-mail address in the signature block.

i. <u>Independent Contractors</u>. The relationship of the parties under this Agreement is that of independent contractors, and nothing in this Agreement is intended to or should be construed to give rise to an agency, joint venture or employment relationship.

j. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original and which shall constitute one and the same instrument.

k. <u>Headings</u>. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

Snyk Limited:

Signature: *Ken MacAskill*
DocuSigned by:
02199C6757364A8...

Name: Ken MacAskill

Title: CFO

Date: April 8, 2021

Address: Highlands House, Basingstoke Road, Spencers Wood, Reading, Berkshire, RG7 1NT, UK

Email:

AppDynamics LLC:

Signature: *Craig Wickersham*
DocuSigned by:
CE58CECBACD1486...

Name: Craig Wickersham

Title: General Counsel

Date: April 8, 2021

Address: 303 Second Street North Tower, Eighth Floor San Francisco, CA 94107 USA

Email: legal@appdynamics.com

EXHIBIT A
DATA FEED LICENSE AGREEMENT
EFFECTIVE DATE; DATA FEED; FEES

7. <u>Effective Date and End Date of Initial Term</u>.

   a. <u>Effective Date</u>: Date of last signature of this Agreement.

   b. <u>End Date</u>: The date that is thirty-six months following the Effective Date.

8. <u>Data Feed</u>.

   a. <u>Name of Data Feed</u>: Snyk Intel Vulnerability Database, which includes (1) the Snyk Application Dependency Vulnerability Database, and (2) the Snyk OS Dependency Vulnerability Database.

   b. <u>Description of Data Feed</u>: Snyk Application Dependency Vulnerability Database ("Data Feed") is a database of open source vulnerabilities including the fields and content described below. Snyk Intel Vulnerability DB-Application Dependency Database is a market-leading open source vulnerability database, delivering advanced insights and accuracy that security teams require. Curated by an experienced Security Research Team, the Snyk Intel Vulnerability DB maintains its high standards by:
      - Collecting all available vulnerabilities, including CVE's and many non-CVE vulnerabilities
      - Using various machine language models to monitor security chatter across ecosystems to uncover and add undisclosed vulnerabilities
      - Studying vulnerability trends in open source ecosystems to power security research to uncover and identify unknown new vulnerabilities
      - Apply a combination of automated methods including machine learning along with expert analysis
      - Enrich vulnerability data with actionable open source insights

A certified CVE numbering authority, the Snyk Security Research team often collaborates on responsible vulnerability disclosures, conducts ongoing research, collaborates with academia and enriches data from numerous sources, all to ensure timely and extensive coverage of open source vulnerabilities. The enriched vulnerability data is presented in a clear and concise fashion to make it dev-friendly, enabling a non-security expert to act efficiently on vulnerability.

Enriched data includes the canonical package name, vulnerable ranges, severity, CVSSv3 scores and vectors, and CWE and other content and fields described below. Content, including summaries and code snippets are included where applicable. All items in the database are analyzed and tested for their accuracy (affected ranges, vulnerable methods, etc.) and CVSSv3 score.

Snyk's metadata includes (where available) actionable content that supports triaging and remediating vulnerabilities. This includes:

   - Hand-curated description and summaries, including code snippets were applicable
   - Exploit maturity of the vulnerability
   - Insights of vulnerable functions within the package
   - Indication of maliciousness

The primary function of the Snyk Intel Vulnerability DB feed is to provide customers with the most up to date vulnerability data as described above. Snyk competes in the marketplace on the breadth, depth, accuracy, and content of its vulnerability database. This priority competency at

Snyk, supported by a dedicated team of security researchers, analysts, and data scientists. Data quality is measured in the following ways:

Accuracy and Completeness:

- 100% of all vulnerabilities in the Snyk database contain related metadata. This metadata allows customers to easily consume and understand the vulnerability data. These metadata items, which are meticulously curated by the Snyk Security Research Team, include the canonical package name (sometimes referred to as CPE, lacking in most vulnerabilities from NVD), vulnerable ranges, CVSSv3 score and vector, severity, and CWE classification and the other fields described below. As Snyk has a broad "free version" offering with over 400,000 users, the metadata is further tried and tested by Snyk's user base who report any discrepancies.
- A multi-step process enables market-leading accuracy: First, initial triage with a manual review process. Ongoing updates are included for checks on fixes. Finally, comparison and sanity checks where comparisons are conducted against NVD/CVE on vulnerabilities.

Coverage:
- Through the various sources listed above, Snyk maintains a comprehensive vulnerability database.
- Timeliness:
- Through Snyk's threat intelligence systems, Snyk regularly sources and curates vulnerabilities mentioned in open source and social channels, long before they are available in the NVD.

The vulnerability database consists of the following languages:

- Javascript
- Java(*)
- Net
- Ruby
- Python
- PHP
- Golang
- Swift/Objective-C (Cocoapods)
- Rust

Snyk Intel Vulnerability DB-OS Dependency database feed is similar in nature to the Application Dependency database feed, but it includes only operating system dependencies (currently Linux only).

The feed includes a combination of mapping OS dependencies to various Linux distros. It may also include a mapping of Key Binaries that are not generally available through distros. The mapping of OS dependencies to Linux distros focuses on correct and accurate version information, making it possible and easy to match vulnerabilities onto OS dependencies in Linux based Hosts, Virtual Machines or Containers. Key Binaries (such as Node runtime, or OpenJDK) which are generally not packaged by the various distros, are often the biggest risk surface inside a Host, VM or Container, and are therefore called out separately to allow managing this risk better.

The vulnerability database consists of coverage and mapping of the currently-supported versions of Debian, Alpine, CentOS, Ubuntu, rhel, Amazon and Oracle.

Customers will have the ability to obtain more details, such as the Snyk vuln hand-curated advisory description, fix availability indication, exploit maturity/availability indication, open source

exploit maturity and other advanced metadata, by clicking a "Find out more on Snyk" link, as described in Exhibit B.

The Application feed includes at least the following standard fields (collectively "Standard Fields"): credit, cves, cvssScore, cvvsV3, cwes, disclosureTime, id, language, modificationTime, package, publicationTime, registry, severity, title, url, vulnerableVersions, distroNam, distroRelease; and at least the following premium fields (collectively "Premium Fields"): descriptionOverview, exploit, fixable, functions/functions_new, initiallyFixedIn, malicious, patchExists, references.

The OS feed includes at least the following standard fields (collectively "Standard Fields"): Credit, cves, cvssScore, cvvsV3, cwes, id, disclosureTime, modificationTime, package, publicationTime, registry, severity, title, url, vulnerableVersions, distroName, distroRelease; and at least the following premium fields (collectively "Premium Fields"): description, exploit, fixable, malicious, references.

The content of the Standard Fields and Premium Fields for the Application feed and the OS feed shall not be reduced from the content as of the Effective Date.

Frequency of Updates and Data Feed Delivery Format:

- The Data Feed will be updated daily and as new vulnerabilities are discovered and no less frequently than it is updated for Supplier's other OEM partners and end customers.
- The feed is delivered as a json text file via HTTPs. The feed is continuously updated by Supplier as new vulnerabilities are discovered. It is recommended that AppDynamics ingests the feed regularly (at least once per day).
- AppDynamics may also use the "modified-timestamp" to only process modified vulnerabilities.
- The feed is delivered through AWS Lambda and Google Cloud Platform's durable cloud storage and guarantees a 99.9% uptime availability, excluding scheduled maintenance, measured monthly.

Support:

Level 3 engineering support will be made available to AppDynamics 12 hours per day from 8:00 a.m. to 8:00 p.m. U.S. pacific time, Monday – Friday, year round. AppDynamics is responsible for support to customers. Level 3 engineering support includes but is not limited to the following:

- Fixing bugs/defects or generating work-arounds, including any security vulnerabilities identified by AppDynamics or any third party;
- Troubleshooting bugs/defects that AppDynamics is unable to bring to resolution.
- On request from AppDynamics, participating with AppDynamics in customer support calls at the direction and supervision of AppDynamics during the entirety of the support call, to assist with active troubleshooting and problem diagnosis.

Support shall be provided by email and via a shared instant communication platform to be agreed within 30 days of signature of the Agreement. For urgent matters, phone is also available as provided below:

- Email: support@snyk.io
- Phone:

Supplier shall respond to AppDynamics within 2 business hours of receipt of any support request via phone or email.

9. Fees. AppDynamics shall pay the following License Fees to Supplier annually in advance for the license and support rights set forth in this Agreement, in accordance with Section 2(b):

March 2021	Discount if agreement signed by April 16, 2021	
Year 1	$50,000.00	80% discount
Year 2	$150,000.00	57% discount
Year 3	$400,000.00	

EXHIBIT B
DATA FEED LICENSE AGREEMENT
SNYK ATTRIBUTION

1. <u>Snyk Trademark(s)</u>. Snyk name and logo

2. <u>Snyk Attribution</u>. If the Data Feed is incorporated in a AppDynamics commercial product or service with a customer-facing user interface displaying open source vulnerability results derived from the Data Feed, AppDynamics will include a Snyk provided link to the Snyk vulnerability detail website page. Snyk and AppDynamics will work towards a mutual agreement on the customization to fit AppDynamics UI and find the most meaningful way to represent the link backs to Snyk without causing issues with AppDynamics customers.

   AppDynamics may also use its name and any of its trademarks and logos (by itself or in combination with the Supplier's trademarks and logos) in connection with the sale, license, sublicense, marketing and distribution of any AppDynamics products or services and applicable end user documentation and sales and marketing literature.

EXHIBIT C
DATA FEED LICENSE AGREEMENT
AUTHORIZED USERS

The Data Feed itself, once downloaded from Snyk is a raw JSON text file that should be handled with care. The authorized users should follow these practices:

1. Not share the raw data feed with unauthorized users. Preferably, should be downloaded by code (machines) vs human users.
2. The raw data feed or derivatives of it should be stored only in safe locations which require authenticated and authorized access to (for example, a protected customer's database, or a protected cloud storage).
3. The raw data feed should not be stored unencrypted on local workstations or laptops
4. Access to data from the feed should be restricted through designated software that customer builds.
5. The feed data should not be written in clear-text to log files (except in connection with debugging as reasonably required to identify and troubleshoot issues).
6. The API encryption key for access to the raw data shall be protected in a secure key vault utilized by AppDynamics for key protection.