

that, in no event shall any Specified Incremental Term Loans be permitted to be mandatorily prepaid prior to the repayment in full of the existing Term Loans unless accompanied by at least a ratable payment of the Term Loans (except in connection with a mandatory prepayment arising as a result of a refinancing thereof).

(c) Notwithstanding the foregoing, no Incremental Term Commitment shall become effective under this Section 2.21 unless (i) on the date of such effectiveness, (1) the representations and warranties contained in Article IV are true and correct in all material respects (except for those representations and warranties that are qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects) on and as of such date, as though made on and as of such date except where such representations and warranties expressly refers to an earlier date, in which case such representations and warranties shall be true and correct on and as of such earlier date (provided that, in the case of any such Incremental Term Commitment used to finance Limited Condition Acquisition or other similar Investment permitted under Section 6.07 (to the extent the Incremental Lenders participating therein so agree), at the election of the Borrower, this clause (1) shall be deemed to have been satisfied so long as it is satisfied with respect to the Specified Representations) and (2) no Event of Default shall have occurred and be continuing (provided that, in the case of any such Incremental Term Commitment used to finance a Limited Condition Acquisition or other similar Investment permitted under Section 6.07 (to the extent the Incremental Lenders participating therein so agree), this clause (2) shall be deemed satisfied if no Event of Default shall have occurred and be continuing at the time of the execution of the definitive documents governing such Limited Condition Acquisition or other similar Investment) (and the Agent shall have received a certificate to that effect dated such date and executed by a Responsible Officer of the Borrower); (ii) all fees and expenses owing to the Agent and the Lenders in respect of such Incremental Term Commitment shall have been paid in full; (iii) the documentation in respect of the Incremental Term Loans shall be reasonably satisfactory to the Agent unless otherwise expressly permitted in this Section 2.21; and (iv) except as otherwise specified in the applicable Incremental Assumption Agreement, the Agent shall have received customary legal opinions, board resolutions and other closing certificates reasonably requested by the Agent and consistent with those delivered on the Closing Date.

(d) Each of the parties hereto hereby agrees that the Agent may, in consultation with the Borrower, take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Specified Incremental Term Loans), when originally made, are included in each Borrowing of outstanding Term Loans on a *pro rata* basis. This may be accomplished by, among other things, requiring each outstanding Eurocurrency Rate Borrowing to be Converted into a Base Rate Borrowing on the date of such Incremental Term Loan, or by allocating a portion of such Incremental Term Loan to each outstanding Eurocurrency Rate Borrowing under the relevant Facility on a *pro rata* basis. Any Conversion of Eurocurrency Rate Loans to Base Rate Loans required by the preceding sentence shall be subject to Section 9.04(f). If any Incremental Term Loan is to be allocated to an existing Interest Period for a Eurocurrency Rate Borrowing, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth in the applicable Incremental Assumption Agreement. In addition, to the extent any Incremental Term Loans are Term Loans, the scheduled amortization payments under Section 2.05 required to be made after the making of such Incremental Term Loans shall be increased in a substantially ratable manner to appropriately reflect the aggregate principal amount of such Incremental Term Loans as determined by the Agent in accordance with customary market convention. Notwithstanding the foregoing, Incremental Term Commitments to make Specified Incremental Term Loans may not be requested without the prior written consent of the Agent if, as a result of the Specified Incremental Term Loans to be made

thereunder, there would be more than five classes of Term Loans and Specified Incremental Term Loans outstanding.

(e) Notwithstanding any other provision of any Loan Document, each Loan Document may be modified, supplemented, amended and/or amended and restated by the Agent and the Borrower without the action or consent of any other party, if the Agent determines it to be necessary or advisable, to provide for terms applicable to any Incremental Term Loans permitted by or to otherwise give effect to this Section 2.21. Without limiting the generality of the foregoing, each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be deemed amended to the extent necessary to reflect the existence and terms of the Incremental Term Commitments and the Incremental Term Loans evidenced thereby.

Article III

CONDITIONS TO EFFECTIVENESS AND LENDING

Section 3.01. Conditions Precedent to Effectiveness. The effectiveness of this Agreement and the obligations of each Term Lender to fund its respective Loans on the Closing Date shall be subject to the satisfaction of the following conditions precedent (the first Business Day on which such conditions precedent are so satisfied, the “Closing Date”):

(a) The Agent shall have received duly executed counterparts of this Agreement from the Borrower, each Lender as of the Closing Date and the Agent.

(b) The Administrative Agent shall have received on or before the Closing Date the following, in form and substance reasonably satisfactory to the Agent:

(i) A certificate of the Secretary, Assistant Secretary or other Responsible Officer of each Loan Party dated the Closing Date and certifying (A) that attached thereto is a true and complete copy of the by-laws (or comparable organizational document) of such Loan Party as in effect on the Closing Date and at all times since the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors (or comparable governing body) of such Loan Party authorizing the execution and delivery of the Loan Documents to which such Loan Party is a party and the performance of its obligations thereunder including, in the case of the Borrower, the Borrowing under the Term Facility, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that attached thereto is a certified copy of the certificate or articles of incorporation (or comparable organizational document), including all amendments thereto, of such Loan Party as in effect on the Closing Date, certified as of a recent date by the Secretary of State (or comparable entity) of the jurisdiction of its incorporation or organization, as applicable, (D) that attached thereto is a certificate as to the good standing (where such concept is applicable) of such Loan Party as of a recent date, from the Secretary of State (or comparable authority) of the jurisdiction of its incorporation or organization, as applicable, and (E) as to the incumbency and specimen signature of each Responsible Officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party.

(ii) A certificate of another Responsible Officer (or in the event the applicable Loan Party only has one Responsible Officer, any other officer of such Loan Party) as to the

incumbency and specimen signature of the Secretary, Assistant Secretary or Responsible Officer executing the certificate pursuant to clause (i) above.

(iii) A favorable opinion of Latham & Watkins LLP, counsel for the Borrower and the other Loan Parties, dated as of the Closing Date, addressed to the Administrative Agent, the Collateral Agent and each Lender in form and substance reasonably satisfactory to the Agent and covering such other matters relating to the Loan Documents and the Transactions as the Agent shall reasonably request.

(iv) Any Notes, to the extent requested at least three (3) Business Days prior to the Closing Date by any Lender pursuant to Section 2.16.

(c) The Administrative Agent shall have received a Notice of Borrowing as required under Section 2.02 and in the form attached hereto as Exhibit B.

(d) The Administrative Agent shall have received a solvency certificate from a Financial Officer of the Borrower in the form attached hereto as Exhibit E.

(e) All fees required to be paid by the Borrower hereunder or as separately agreed by the Borrower and any of the Arrangers or the Lenders, in each case on or prior to the Closing Date, and, to the extent invoiced at least three (3) Business Days prior to the Closing Date, all invoiced expenses of the Agent and the Arrangers relating hereto (including those of counsel to the Agent and the Arrangers), shall have in each case been paid (which amounts may be offset against the proceeds of the Loans on the Closing Date).

(f) The Agent and the Arrangers shall have received (i) audited Consolidated balance sheets and related statements of operations, comprehensive loss, redeemable convertible preferred stock and stockholders' equity (deficit) and cash flows of the Borrower and its consolidated Subsidiaries for the fiscal years ended January 31, 2020, January 31, 2019 and January 31, 2018 (and the Agent and the Arrangers hereby acknowledge receipt of such audited financial statements as of and for the fiscal years ended January 31, 2018, 2019 and 2020) and (ii) unaudited Consolidated balance sheets and related statements of operations, comprehensive income (loss), stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries for each fiscal quarter (other than any fourth fiscal quarter) ended after January 31, 2020 and at least 45 days prior to the Closing Date (and the Agent and the Arrangers hereby acknowledge receipt of such unaudited financial statements as of and for the fiscal quarters ended June 5, 2020 and September 4, 2020).

(g) The Agent and the Arrangers shall have received, at least three (3) Business Days prior to the Closing Date, all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, which shall include, for the avoidance of doubt, a duly executed IRS Form W-9 or other applicable tax form and a certification regarding individual beneficial ownership solely to the extent expressly required by the Beneficial Ownership Regulation, to the extent requested in writing at least ten Business Days prior to the Closing Date by the Agent or the Arrangers.

(h) The Collateral Agent shall have received a Perfection Certificate with respect to the Borrower and the Subsidiary Guarantors dated the Closing Date and duly executed by a Responsible Officer of the Borrower.

(i) The Guarantee and Collateral Agreement shall have been duly executed by the Borrower and each Subsidiary Guarantor that is to be a party thereto and shall be in full force and effect on the Closing Date. The Collateral Agent, on behalf of the applicable Secured Parties, shall have a perfected first priority security interest in the Collateral (subject to applicable Liens permitted under Section 6.01 of this Agreement) described in the Guarantee and Collateral Agreement.

(j) Each document (including any UCC financing statement) required by the Security and Guarantee Documents or under applicable law or reasonably requested by the Collateral Agent to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Lenders and the other Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other person (subject to applicable Liens permitted under Section 6.01 of this Agreement), shall have been filed, registered or recorded or delivered to the Collateral Agent in proper form for filing, registration or recordation. On or prior to the Closing Date, the Collateral Agent shall have received all Pledged Collateral (as defined in the Guarantee and Collateral Agreement) required to be delivered to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, together with undated proper instruments of assignment duly executed by the applicable Loan Party in blank and such other instruments or documents as the Collateral Agent may reasonably request.

(k) Each IP Security Agreement (as defined in the Guarantee and Collateral Agreement) shall have been duly executed by the parties thereto and delivered to the Collateral Agent and shall be in full force and effect.

(l) The representations and warranties contained in Article IV and in each other Loan Document are true and correct in all material respects (except for those representations and warranties that are qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects) on and as of the Closing Date, before and after giving effect to the Term Borrowing on the Closing Date and to the application of the proceeds therefrom, as though made on and as of such date except where such representations and warranties expressly refer to an earlier date, in which case such representations and warranties shall be true and correct on and as of such earlier date;

(m) No event has occurred and is continuing, or would result from the Term Borrowing on the Closing Date and the application of proceeds therefrom, that constitutes or would constitute a Default; and

(n) The Administrative Agent shall have received a certificate executed by a Responsible Officer of the Borrower certifying that the conditions specified in clauses (l) and (m) of this Section 3.01 have been satisfied.

Notwithstanding the foregoing, if, after the use by the Loan Parties of commercially reasonable efforts to cause the conditions relating to the collateral and guarantee matters set forth in Section 3.01(i) (other than the first sentence thereof), Section 3.01(j) and Section 3.01(k) above to be satisfied as of the Closing Date (other than any Collateral the security interest in which may be perfected by the filing of a UCC financing statement), such conditions shall not be a condition precedent to the effectiveness of this Agreement on the Closing Date, but shall be accomplished as promptly as practicable after the Closing Date and in any event within any applicable period specified on Schedule 5.11.

Without limiting the generality of the provisions of Section 8.03, for purposes of determining compliance with the conditions specified in this Section 3.01, each Lender as of the Closing Date shall be deemed to

have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the Closing Date specifying its objection thereto.

Article IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants as follows:

Section 4.01. Organization; Authorization. Each of the Borrower and the Restricted Subsidiaries (a) is duly organized and validly existing under the laws of the jurisdiction of its organization or formation, (b) has all requisite power and authority to carry on its business as now conducted, (c) is in good standing (where such concept is applicable) in its jurisdiction of organization or formation and (d) is qualified to do business in every other jurisdiction where such qualification is required, in each case of clauses (a) through (d) above (other than with respect to the Borrower in the case of clauses (a) and (b)), except where the failure thereof, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect .

Section 4.02. Powers. Each Loan Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Loan Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party.

Section 4.03. No Conflicts. The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party, and the consummation of the Transactions and the other transactions contemplated hereby do not conflict with or contravene or result in any breach of (a) any applicable law, (b) such Loan Party's charter, by-laws or other organizational documents, (c) any contractual restriction binding on or affecting such Loan Party or any of its subsidiaries or (d) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or any of its subsidiaries is subject (except, with respect to each of the foregoing clauses (a), (c) and (d), for such conflicts, contraventions or breaches that would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect).

Section 4.04. Government Approvals. No authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the due execution, delivery and performance by any Loan Party of each Loan Document to which it is a party or otherwise in connection with the Transactions, except for (a) the filing of Uniform Commercial Code financing statements, (b) filings with the United States Patent and Trademark Office and the United States Copyright Office, (c) recordation of the Mortgages (if any) and (d) such as have been duly obtained, taken, given or made and are in full force and effect or the failure of which to obtain would not reasonably be expected to have a Material Adverse Effect.

Section 4.05. Execution; Enforceability. This Agreement has been, and each other Loan Document when delivered hereunder will be, duly executed and delivered by the Borrower and each other Loan Party that is a party thereto. This Agreement is, and each other Loan Document when executed and delivered hereunder will constitute, a legal, valid and binding obligation of the Borrower and each other Loan Party that is a party thereto, enforceable against the Borrower and each other Loan

Party that is a party thereto in accordance with their respective terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, capital impairment, recognition of judgments or other similar laws of general applicability from time to time in effect or other laws affecting the enforcement of creditors' rights generally, (b) the effect of foreign laws, rules and regulations as they relate to the granting of security interests in assets of, pledges of Equity Interests in or Indebtedness owed by Foreign Subsidiaries, (c) application of general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law and (d) the need for filings and registrations necessary to create or perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties (clauses (a) through (d)), collectively, the "Enforceability Limitations").

Section 4.06. Financial Statements; No Material Adverse Effect.

(a) The audited Consolidated balance sheet of the Borrower and the Subsidiaries, and the related Consolidated statements of operations, comprehensive loss, redeemable convertible preferred stock and stockholders' equity and cash flows as of and for each of the fiscal years ended January 31, 2018, January 31, 2019 and January 31, 2020 (x) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein and (y) fairly present, in all material respects, the Consolidated financial condition of the Borrower as of the date thereof and the Consolidated results of operations for the period covered thereby.

(b) Since January 31, 2020, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

Section 4.07. Litigation. Except as set forth on Schedule 4.07, there is no action, suit, investigation or proceeding, including pursuant to any Environmental Law, pending against or, to the knowledge of the Borrower, threatened in writing against or affecting the Borrower or any of the Subsidiaries before any court, Governmental Authority or arbitrator that (a) would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (b) challenges the legality, validity or enforceability of this Agreement or any other Loan Document or the consummation of the Transactions.

Section 4.08. Margin Securities. None of the Loan Parties is engaged principally, or as one of its important activities, in the business of purchasing or carrying, or extending credit for the purpose of purchasing or carrying, margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any other purpose that entails a violation (including on the part of any Lender) of any regulations of the Board of Governors of the Federal Reserve System, including Regulations T, U and X.

Section 4.09. Investment Company Act. None of the Loan Parties is an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Section 4.10. Disclosure. As of the Closing Date, none of the Information Memorandum or any written reports, financial statements, certificates or other information furnished in writing by or on behalf of the Borrower or any of the Subsidiaries to the Agent in connection with the negotiation of this

Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished prior to the date on which this representation is made or deemed made) but in each case excluding information of a general economic or industry specific nature, projected financial information or other forward-looking information, taken as a whole, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein or herein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions the Borrower believed to be reasonable at the time furnished, it being understood that such projected financial information are not to be viewed as facts or as a guarantee of performance or achievement of any particular results and that actual results may vary from such forecasts and that such variations may be material and that no assurance can be given that the projected results will be realized.

Section 4.11. Solvency. As of the Closing Date, the Borrower and the Subsidiaries, on a Consolidated basis, are Solvent immediately after the consummation of the Transactions.

Section 4.12. Taxes. The Borrower and the Restricted Subsidiaries have timely filed all material Tax returns and reports required to be filed, and have paid all material Taxes that are due and payable, except, with respect to payments, those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP (or, in the case of any Restricted Subsidiary organized in a non-U.S. jurisdiction, at its sole discretion, IFRS) and, in the case of returns and payments (without regard to materiality), other than those the failure of which as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

Section 4.13. Subsidiaries. As of the Closing Date, the Borrower has no Subsidiaries other than those specifically disclosed on Schedule 4.13.

Section 4.14. Environmental Matters. The facilities and operations of the Borrower and each of the Restricted Subsidiaries have complied in all respects with all Environmental Laws, except for such non-compliance, which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Borrower and each of the Restricted Subsidiaries have obtained all Environmental Permits that are required under any Environmental Law necessary for its operations, all such Environmental Permits are in good standing, and the Borrower and each of the Restricted Subsidiaries have complied with all terms and conditions of such Environmental Permits, in each case, except where the failure to obtain or maintain such Environmental Permits or such non-compliance would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Neither the Borrower nor any of the Restricted Subsidiaries is undertaking, either individually or together with other potentially responsible parties, or otherwise liable for any investigation or assessment or remedial or response action for any actual or threatened release, or any discharge, disposal or migration of Hazardous Materials at any location, either voluntarily or pursuant to any order by or any binding and enforceable agreement with any Governmental Authority or the requirements of any Environmental Law or Environmental Permit, or is otherwise subject to any liability pursuant to Environmental Law, in each case except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

Section 4.15. Properties.

(a) Title. The Borrower and each of the Restricted Subsidiaries have good title to, or valid leasehold interests in, all real property material to their businesses, except for defects in title

that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes or where the failure to have such title or interest would not reasonably be expected to result in a Material Adverse Effect, free and clear of all Liens other than Liens permitted by Section 6.01.

(b) Intellectual Property. (i) The Borrower and each Restricted Subsidiary owns, or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual property material to its business and (ii) the use thereof by the Borrower and the Restricted Subsidiaries does not infringe upon the rights of any other Person, except in the case of each of the foregoing clauses (i) and (ii), as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect.

Section 4.16. Anti-Corruption Laws and Sanctions; Compliance with Laws.

(a) Neither the Borrower nor any of the Subsidiaries nor to the knowledge of the Borrower any of their respective directors, officers, employees or agents, is, a Sanctioned Person.

(b) Neither any Loan nor the proceeds from any Loan has been or will be used, directly or to the knowledge of the Borrower, indirectly, to lend, contribute, provide or has otherwise been made or will otherwise be made available in violation of any Anti-Corruption Laws, applicable anti-terrorism or anti-money laundering laws or Sanctions or for the purpose of funding any prohibited activity or business in any Sanctioned Country or for the purpose of funding any activity or business of or with any Sanctioned Person, absent valid and effective licenses and permits issued by the government of the United States or otherwise in accordance with applicable laws, or in any other manner that will result in any violation by any Lender or the Agent of any Sanctions.

(c) The Borrower and the Restricted Subsidiaries are in compliance with (i) the Patriot Act and (ii) Anti-Corruption Laws and applicable anti-terrorism and anti-money laundering laws (other than the Patriot Act) and (iii) all applicable Sanctions, in the case of clauses (ii) and (iii) in all material respects.

(d) The Borrower and the Restricted Subsidiaries are in compliance with all laws, regulations and orders and have all requisite governmental licenses, authorizations, consents and approvals to operate their respective business, except for any such non-compliance or failure to have which would not reasonably be likely to have a Material Adverse Effect.

Section 4.17. ERISA

(a) . (a) No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Accounting Standards Codification No. 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan by an amount that could reasonably be expected to result in a Material Adverse Effect, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Accounting Standards Codification No. 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market