

STACKROX MASTER TERMS AND CONDITIONS

1. Order Forms; Product License

Upon mutual execution of an Order Form referencing these terms and conditions ("Terms") by the Customer identified on such Order Form and StackRox, Inc. ("StackRox"), such Order Form shall be incorporated into and form a part of these Terms (these Terms, together with all fully executed Order Forms, the "Agreement"). Subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) StackRox grants Customer the right and license to use the software product specified in each Order Form (the "Product") during the applicable Order Form Term (as defined below) for the business purposes of Customer, only in object code form and as provided herein and only in accordance with StackRox's applicable official product documentation (the "Documentation").

2. Implementation; Support

StackRox agrees to use reasonable commercial efforts to provide standard implementation assistance for the Product only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). StackRox will provide support for the Product in accordance with the attached StackRox Support Policy.

3. Product Updates

From time to time, StackRox may provide upgrades, patches, enhancements, or fixes for the Product to its customers generally without additional charge ("Updates"), and such Updates will become part of the Product and subject to this Agreement; provided that StackRox shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that StackRox may cease supporting old versions or releases of the Product at any time in its sole discretion; provided that StackRox shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.

4. Ownership; Feedback; Customer Data

As between the parties, StackRox retains all right, title, and interest in and to the Product, and all software, works, and other intellectual property and moral rights related thereto or created, used, or provided by StackRox for the purposes of this Agreement, including any copies and derivative works of the foregoing. All software which is distributed or otherwise provided to Customer hereunder is licensed and not sold. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may from time to time provide suggestions, comments or other feedback to StackRox with respect to the Product ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for StackRox notwithstanding anything else. Customer shall, and hereby does, grant to StackRox a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair StackRox's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

As between the parties, Customer shall own all right, title, and interest in and to the Customer Data. For the avoidance of doubt, except as expressly set forth herein, Customer does not grant StackRox any rights (i) to any Customer Data (other than for StackRox to perform its obligations under the Agreement), and (ii) any intellectual property rights owned or licensed by Customer. "Customer Data" means all data or information contained in Customer's virtual containers, submitted by or on behalf of Customer or protected by the Product.

StackRox does not permit its third-parties licensors, including third-party licensors of software or technology providers (e.g.. open source software, online software applications, software-as-a-service, application program interfaces, and offline software products) delivered with, incorporated into or interoperate with the Product or that interoperate with and/or are incorporated into the Product (the "Third-Party Applications"), to access Customer Data except to the extent required for the

interoperation of such Third-Party Applications with Products or as specifically set forth in the Agreement, the applicable Product Schedule and/or Documentation.

StackRox may freely use, copy, modify, create derivative works of, disclose and make available to third parties for their use and other exploitation, and otherwise exploit any aggregated, anonymized data that does not specifically identify Customer, submitted to, collected by, or generated by StackRox in connection with Customer's use of the Products (including without limitation, for purposes of improving, testing, operating, promoting and marketing products and services)

5. Fees; Payment

Customer shall pay StackRox fees for the Product as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Customer shall be responsible for all taxes associated with the Product (excluding taxes based on StackRox's net income). All Fees paid are non-refundable and are not subject to set-off.

6. Restrictions

Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying structure, ideas, or algorithms of the Product (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Product; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Product; (iv) use the Product for the benefit of an unauthorized third party; (v) remove or otherwise alter any proprietary notices or labels from the Product or any portion thereof; (vi) use the Product to build an application or product that is competitive with any StackRox product; (vii) interfere with the proper working of the Product; or (viii) bypass any measures StackRox may use to prevent or restrict access to the Product (or other accounts, computer systems or networks connected to StackRox). Customer is responsible for all of Customer's activity in connection with the Product, including but not limited to handling Customer's data used with the Product. Customer (i) shall use the Product in compliance with all

applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Product (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Product in a manner that violates any third party intellectual property, contractual or other proprietary rights.

7. Confidentiality

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. StackRox is permitted to disclose (including through display of Customer's logo) that Customer is one of its customers (including in its publicity and marketing materials).

8. Term; Termination

This Agreement shall commence upon the Effective Date set forth in the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, the "Order Form Term" shall begin as of the Effective Date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on the Order Form (the "Initial Order Form Term"), and (y) following the Initial Order Form Term, shall automatically renew (including all terms and pricing) for additional successive periods of one year each (each, a "Renewal Order Form Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Initial Order Form Term or then-current Renewal Order Form Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Indemnification

StackRox ("Indemnitor") shall defend, indemnify, and hold harmless Customer, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives

(collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any third-party claim that (i) Customer's use of the Product violates any applicable statute, regulation, ordinance or other law (so long as Customer's use is in accordance with the Product's intended use and in compliance with the Product's documentation), (ii) StackRox gross negligence or willful misconduct or, (iii) the Product infringes, violates, or misappropriates any third party intellectual property or proprietary right. Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of StackRox do not apply with respect to the Product or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by StackRox, (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by StackRox, (iv) combined with other products, processes or materials not provided by StackRox (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Product is not strictly in accordance herewith.

10. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS IN SECTION 9 OR BREACH OF SECTION 6 (RESTRICTIONS) or 7 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO STACKROX HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

12. U.S. Government Rights

The Product and accompanying Documentation are “commercial items” as that term is defined at FAR 2.101. If Licensee is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), StackRox provides the Product and Documentation, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, if DFARS 252.227-7015 (Technical Data – Commercial Items) is applicable to the contract, this clause governs technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with StackRox 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 to be effective. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Product and Documentation and return the Product and Documentation and any other software or technical data delivered as part of the Product and Documentation, unused, to StackRox. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13. Miscellaneous

This Agreement represents the entire agreement between Customer and StackRox with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and StackRox with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, this Agreement may be amended only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots;

civil or public disturbances; strikes, lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) StackRox may utilize contractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

STACKROX SUPPORT POLICY

During the applicable Order Form Term, StackRox will provide support to Customer for defects with the Product as follows:

Channels	Support portal with documentation & case management Support via phone Support via e-mail
Coverage	P1 issues:24x7x365 All other issues: 6am-6pm Pacific Time, excluding holidays
Target response time	P1 (significant widespread degradation of software): 1 hour P2 (major, isolated degradation of software): 4 business hours P3 (all other requests): 1 business day
Number of support issues allowed	Unlimited
Emergency fixes	As needed, based on issue severity

Customer may designate up to 4 support contacts ("Designated Support Contacts"), and all support requests must come through the Designated Support Contacts. Customer may update the Designated Support Contacts by providing notice to StackRox.