



ENTERPRISE SUBSCRIPTION AGREEMENT - SAAS MODEL

THIS ENTERPRISE SUBSCRIPTION AGREEMENT dated _____, 2020 is entered into

BETWEEN:

- (1) **SNYK LIMITED** a company incorporated in England and Wales (No. 09677925), having its registered office at Highlands House, Basingstoke Road, Spencers Wood, Reading, Berkshire, RG7 1NT United Kingdom (email address: legal@snyk.io) ("**Snyk**"); and
- (2) [**LICENSEE NAME**], a company incorporated in [**country**] (No. [**number**]), having its registered office at [**address**] (email address: [**email**]) (the "**Licensee**").

RECITALS

- A. Snyk is a software as a service provider, providing tools to developers to find and fix vulnerabilities in open source libraries and containers through a software platform as described in Schedule 1 (the "**Platform**").
- B. Snyk has agreed to provide and licence, and the Licensee has agreed to take, accept and pay for, Snyk's
- C. services and related intellectual property rights subject to the terms and conditions of this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Affiliate	any entity that controls, is controlled by or is under common control with a party. For purposes of this definition, "control" shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly by an entity under this definition;
Authorised Users	those employees, agents and independent contractors of the Licensee who are authorised by the Licensee to use the Services, Service Data and the Documentation;
Beta Services	a product, service or functionality that may be made available to the Licensee to try at Licensee's option at no additional charge which is clearly designated as beta, pilot, early, access, evaluation or similar.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
CLI	stands for command line interface and means the Snyk client-facing code, distributed under Apache version 2.0 open source software license (http://www.apache.org/licenses/LICENSE-2.0.txt), as more particularly described in the Documentation;
Confidential Information	all non-public information (however recorded or preserved) disclosed by a party to the other party after the date of this agreement, including but not limited to any information that would be regarded as confidential by a reasonable business person;
Developer	an employee, agent or independent contractor who contributes, or has contributed, to the Protected Source Code, including modification, programming and testing;

Developer Subscriptions	the number of developer subscriptions purchased by the Licensee pursuant Schedule 1 (as amended pursuant to clause 4.2) and 10.1 which entitle the Licensee to use the Services in respect of Protected Source Code contributed to by Developers;
Enhanced Integration	Any of the following methods as specified in Schedule 1 for integrating the Services: direct integration with FaaS and PaaS platforms; scanning container registries; any other integration method as specified in Schedule 1 which gives Snyk access to the Protected Source Code base (in addition to the metadata and manifest files).
Documentation	the document made available to the Licensee by Snyk online via https://snyk.io/docs or such other web address notified by Snyk to the Licensee from time to time which sets out a description of the Services and the user instructions for the Services;
Effective Date	the date of this agreement;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights.
Licensee Data	the data inputted by the Licensee, Authorised Users, or Snyk on the Licensee's behalf for the purpose of using the Services or facilitating the Licensee's use of the Services;
Personal Data	any information relating to an identified or identifiable natural person.
Protected Source Code	any source code relating to the projects scanned or monitored by the Services during the term of this agreement;
Runtime Agent	Snyk's proprietary software product installed or executed by the Licensee at its option, giving Snyk visibility of Licensee's Protected Source Code in order to gain insights into vulnerable methods and loaded modules and to apply protections.
Service Data	information and data made available by Snyk to the Licensee in connection with the Services;
Services	the services and Software provided by Snyk to the Licensee under this agreement as more particularly described in Schedule 1 and the Documentation;
SLA	the Service Level Agreement attached to this agreement at Schedule 2;
Software	the software applications provided by Snyk as part of the Services;
Subscription Fee	the fee for the Developer Subscription(s), as set out in Schedule 1;
Support and Maintenance Schedule	the support and maintenance schedule set out in Schedule 3;
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data

(whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to writing or written includes e-mail.
- 1.6 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
- 1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. LICENCE

Subject to the Licensee purchasing the Developer Subscriptions in accordance with clauses 4.2 and 10.1, the restrictions set out in clause 3 and the other terms and conditions set out in this agreement, Snyk hereby grants to the Licensee a non-exclusive, non-transferable right to permit the Authorised Users to use the Services, Service Data and the Documentation during the Term solely for the internal business operations of the Licensee, in respect of Protected Source Code developed or used by it.

3. RESTRICTIONS ON USE

3.1 The Licensee shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services, the Platform, Service Data or Documentation that:

- (a) contains any material which is defamatory of any person, obscene, offensive, hateful or inflammatory;
- (b) promotes sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (c) infringes any copyright, database right or other Intellectual Property Right of any other person; and/or
- (d) advocates, promotes or assists any unlawful act or illegal activity such as (by way of example only) copyright infringement or computer misuse,

and Snyk reserves the right, without liability or prejudice to its other rights to the Licensee, to disable the Licensee's access to any material that breaches the provisions of this clause.

3.2 The Licensee shall not:

- (a) except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Service Data, Platform or the Documentation in any form or media or by any means; or
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (c) use the Services, Service Data, Platform or the Documentation to provide services to third parties; and in particular, shall not use the Services, Service Data, Platform or the Documentation in respect of any Protected Source Code that is not owned or used by the Licensee, unless the Licensee has the express permission from the relevant owner to do so; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Service Data, Platform or the Documentation available to any third party except the Authorised Users, or
- (e) access all or any part of the Services in order to build a product or service which competes with the Services ; or
- (f) access without authority, interfere with, manipulate, damage or disrupt all or any part of the Services or any

equipment or network owned or used by any third party, or assist any third party in doing such acts.

3.3 The Licensee shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Service Data, the Platform and the Documentation and, in the event of any such unauthorised access or use, promptly notify Snyk.

4. DEVELOPER SUBSCRIPTIONS AND ADDITIONAL DEVELOPER SUBSCRIPTIONS

4.1 In relation to the Developers, the Licensee undertakes that:

- (a) the maximum number of Developers that contributed to the Protected Source Code during any 90 day period within the term of this agreement shall not exceed the number of Developer Subscriptions it has purchased;
- (b) if Snyk discovers that the Licensee has underpaid Subscription Fees to Snyk, then without prejudice to Snyk's other rights, it shall pay to Snyk an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule 1 within 10 Business Days of an invoice issued by Snyk.

4.2 The Licensee may, from time to time during the Term, purchase additional Developer Subscriptions. If the Licensee wishes to purchase additional Developer Subscriptions, the Licensee shall notify Snyk in writing. Snyk will issue an invoice for, and the Licensee shall pay, the relevant fees for such additional Developer Subscriptions as set out in Schedule 1. If such additional Developer Subscriptions are purchased by the Licensee part way through the Initial Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Term or the then current Renewal Period (as applicable).

5. SERVICES AND SUPPORT

5.1 From time to time, Snyk may introduce new services, features or functionality to the Services. This agreement will apply to such new services, features or functionality, unless they come with separate or additional terms, in which case the Licensee will be required to agree to such separate or additional terms before being permitted to use the new services, features or functionality.

5.2 Snyk shall, during the Term:

- (a) provide the Services and make the Service Data, the Platform and Documentation available to the Licensee on and subject to the terms of this agreement;
- (b) ensure the availability and uptime of the Services in accordance with the SLA; and
- (c) provide the levels of support set out in the Support and Maintenance Schedule.

5.3 The Licensee acknowledges and agrees that Snyk has no obligation to modify software to support the Licensee's use of the Services.

5.4 The Licensee acknowledges that the accuracy and completeness of the Services is dependent on a number of factors outside the control of Snyk, including design, implementation, and use of the Protected Source Code, erroneous dependency or vulnerability data, and changes to the environment in which the Protected Source Code is used. While Snyk uses commercially reasonable efforts to properly identify dependencies and vulnerabilities for review, Licensee acknowledges that Snyk does not warrant that:

- (a) the Services will be able to find and monitor all vulnerabilities in all dependencies (including open source dependencies) included in or used by the Protected Source Code or the Licensee's applications containing it. Whilst Snyk endeavours to keep up to date and build on its open source vulnerability and license database, Snyk does not provide any legal or other professional advice in relation to the Services and Snyk does not guarantee it is a complete source of all vulnerabilities and license issues for all dependencies, nor that it is relevant or suited to all the dependencies included in or used by the Protected Source Code or the Licensee's applications containing it;
- (b) it will be able to fix all vulnerabilities discovered using the Services;
- (c) a recommended version upgrade will not break the functionality of the Licensee's code or will not result in the introduction of new vulnerabilities. The Licensee acknowledges that it is its responsibility to assess the impact of the upgrade before using it.
- (d) a patch will not break the functionality of the Licensee's code or will not result in the introduction of new vulnerabilities. Snyk takes care when authoring patches and tests all patches before making them available to the Licensee as part of the Services; however, the Licensee acknowledges that it is its responsibility to assess the impact of patch before using it.

5.5 The Licensee further acknowledges that the suggestions made by Snyk in relation to fixes (whether for updates, patches or monitoring services) are provided for general information only, and have not been made with the Licensee's particular requirements in mind. It is therefore not intended to amount to advice on which the Licensee should solely

rely.

5.6 Snyk will not be liable to the Licensee for Snyk's failure to find, fix and monitor dependencies, for any damage or loss suffered as a result of a fix deployed.

5.7 From time to time, Snyk may make Beta Services available to the Licensee at no charge. The Licensee may choose to try such Beta Services at its sole discretion. Snyk may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Snyk shall have no liability for any harm or damage arising out of or in connection with a Beta Service.

6. LICENSEE DATA AND PRIVACY

6.1 The Licensee shall own all right, title and interest in and to all of the Licensee Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Data.

6.2 For the purposes of providing the Services, Snyk may collect, process and store certain data concerning the Authorised Users and Developers, including Personal Data such as their email addresses, for purposes in respect of which Snyk will be the data controller. To the extent that Snyk processes Personal Data on the Licensee's behalf when performing its obligations under this agreement, the parties record their intention that the Licensee shall be the data controller and Snyk shall be a data processor and in any such case the Data Processing Addendum from time to time displayed at <https://snyk.io/policies/dpa/>, which forms part of this agreement.

7. THIRD PARTY PROVIDERS

The Licensee acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Snyk makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Licensee, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Licensee and the relevant third party, and not Snyk. Snyk recommends that the Licensee refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Snyk does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. SNYK'S OBLIGATIONS

8.1 Snyk undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

8.2 The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Snyk's instructions, or modification or alteration of the Services by any party other than Snyk or Snyk's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Snyk will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1.

8.3 Notwithstanding the foregoing:

- (a) the Licensee acknowledges and agrees that the Services will evolve over time and that functionality may be added and removed from time to time;
- (b) Snyk does not warrant that the Licensee's use of the Services will be uninterrupted or error-free, or that the Services and/or the information obtained by the Licensee through the Services will meet the Licensee's requirements; and
- (c) subject to the terms of the SLA, Snyk is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.4 This agreement shall not prevent Snyk from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

9. LICENSEE'S OBLIGATIONS

9.1 The Licensee shall:

- (a) be responsible for setting the access rights for each of its Authorised Users;

- (b) ensure that Authorised Users are, at all times whilst they have access to the Services, the employees or individual freelance independent contractors of the Licensee;
- (c) ensure that the Authorised Users' use the Services, Service Data, Platform and the Documentation in accordance with the terms and conditions of this agreement, and shall be responsible for any Authorised User's breach of this agreement;
- (d) shall comply with all applicable laws, rules, and regulations that apply to its use of the Services, and comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services; and
- (e) ensure that its network and systems comply with the relevant specifications provided by Snyk from time to time.

10. CHARGES AND PAYMENT

10.1 The Licensee shall pay the Subscription Fees to Snyk for the Developer Subscriptions in accordance with this clause 10 and with the prices set out in Schedule 1.

10.2 Snyk shall invoice the Licensee on the Effective Date and thereafter yearly (as agreed between the parties in writing), and the Licensee shall pay each invoice within 30 days after the date of such invoice.

10.3 If Snyk has not received payment by the due date, and without prejudice to any other rights and remedies of Snyk:

- (a) Snyk may, without liability, disable the Licensee's password, account and access to all or part of the Services and Snyk shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then base rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.4 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in the currency set out in Schedule 1;
- (b) are non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to Snyk's invoice(s) at the appropriate rate; and
- (d) are exclusive of state or federal sales taxes, for which the Licensee shall be required to self-assess and account, if relevant.

10.5 Snyk shall be entitled to increase the Subscription Fees and/or the fees payable in respect of the additional Developer Subscriptions purchased pursuant to clause 4.2 at the start of each Renewal Period upon 80 (eighty) days' prior notice to the Licensee, and Schedule 1 shall be deemed to have been amended accordingly. If the Licensee does not agree to the fee increase, it may terminate this agreement by giving notice to Snyk before, and effective upon, the end of the Initial Term of the Renewal Period (as applicable).

10.6 The Licensee shall pay the Subscription Fees without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law. If any withholding or deduction is required by law, the Licensee shall[, when making the payment to which the withholding or deduction relates, pay to Snyk such additional amount as will ensure that Snyk receives the same total amount that it would have received if no such withholding or deduction had been required.

11. PROPRIETARY RIGHTS

11.1 The Licensee acknowledges and agrees that Snyk and/or its licensors own all Intellectual Property Rights in the Service Data, Software, Platform and the Documentation. Except as expressly stated herein, this agreement does not grant the Licensee any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Service Data, Software, Platform or the Documentation.

12. PROTECTED SOURCE CODE DATA

12.1 Snyk claims no Intellectual Property Rights in and to the Licensee's applications and software, Protected Source Code or any material the Licensee provides or otherwise transmits to Snyk via the Platform. However, to enable use of the Services, Snyk needs to inspect portions of the Licensee's projects and send parts of it to Snyk's servers

12.2 The Licensee hereby grants Snyk a worldwide, non-exclusive, royalty free licence to store, use, reproduce, display and transmit: (a) portions of the Licensee's Protected Source Code, and information relating to the projects holding Protected Source Code (such as the project name and metadata), information on how many users are using the Services, information relating to the dependencies (including open source and proprietary) available to Snyk's

tool], being used and how they are referenced by the Protected Source Code, Snyk-related files and environmental information (“**Project Information**”); (b) Project Information for each of the Protected Source Code’s dependencies (“**Dependency Information**”); and (c) any Licensee Data, to the extent necessary to enable the Licensee’s use of the Services, including monitoring services.

12.3 In addition to the rights granted to Snyk under clause 12.2, the Licensee hereby grants to Snyk a licence to store, use, reproduce, display and transmit the Project Information, the Dependency Information and any Licensee Data for analytical purposes (for example, so Snyk can see what stage the project was in when it was deleted) and to improve the Services. This licence shall remain in effect unless and until the Licensee notifies Snyk (via email at support@snyk.io) and expressly asks Snyk to delete such data from its database. For the avoidance of doubt, the licence in this clause 12.3 will not end upon termination of this agreement or where Licensee deletes the relevant project on the project page of the Platform.

12.4 If the Licensee opts to use Snyk’s Runtime Agent or to use Enhanced Integration, the Licensee hereby grants to Snyk a licence to store, host, use, display and transmit the Protected Source Code to the extent necessary for Snyk to inspect and scan the Protected Source Code for vulnerable methods, loaded modules, protection from runtime attacks, and sandboxing of component behaviour. The Protected Source Code will be stored on Snyk’s servers for no more than 24 hours, after which time it will be deleted.

13. USAGE DATA ANALYSIS

13.1 Snyk’s CLI tool reports to Snyk an event for each command the Licensee issues, including, but not limited to, the version of the CLI tool, the versions of surrounding tools such as Node, Maven, Bundler and npm, the Authorised User and organization ID, the arguments and inputs provided to the CLI, and details about duration, success and failure of CLI actions. This information is used by Snyk for analytical purposes and to improve the Services. It allows Snyk to better understand how the CLI tool is used, and informs Snyk’s product development decisions.

13.2 The Licensee hereby agrees to Snyk’s collection and use of usage data as described in clause 13.1. The Licensee may opt out of this by setting the disable-analytics configuration item, as explained in the FAQ page at <https://snyk.io/docs/faqs/#using-snyk> (or such other web address notified by Snyk to the Licensee from time to time).

14. CONFIDENTIALITY

14.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party’s Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party’s lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

14.2 Each party shall hold the other’s Confidential Information in confidence and, unless required by law, not make the other’s Confidential Information available to any third party, or use the other’s Confidential Information for any purpose other than the implementation of this agreement.

14.3 Each party shall take all reasonable steps to ensure that the other’s Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

14.4 The Licensee acknowledges that details of the Services, the Service Data, and the results of any performance tests of the Services, constitutes Snyk’s Confidential Information.

14.5 This clause 14 shall survive termination of this agreement, however arising.

15. INDEMNITY

15.1 The Licensee shall defend, indemnify and hold harmless Snyk against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Licensee’s use of the Services, the Platform, Service Data and/or Documentation, provided that:

- (a) the Licensee is given prompt notice of any such claim;
- (b) Snyk provides reasonable co-operation to the Licensee in the defence and settlement of such claim, at the Licensee’s expense; and

(c) the Licensee is given sole authority to defend or settle the claim.

15.2 Snyk shall defend the Licensee, its officers, directors and employees against any claim that the Services, Service Data or Documentation infringes any third party Intellectual Property Rights effective as of the Effective Date, and shall indemnify the Licensee for any amounts awarded against the Licensee in judgment or settlement of such claims, provided that:

(a) Snyk is given prompt notice of any such claim;

(b) the Licensee provides reasonable co-operation to Snyk in the defence and settlement of such claim, at Snyk's expense; and

(c) Snyk is given sole authority to defend or settle the claim.

15.3 In the defence or settlement of any claim the subject of clause 15.2, Snyk may procure the right for the Licensee to continue using the Services, Service Data and/or the Documentation, replace or modify them so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two (2) Business Days' notice to the Licensee without any additional liability or obligation to pay damages or other additional costs to the Licensee.

15.4 In no event shall Snyk, its employees, agents and sub-contractors be liable to the Licensee to the extent that the alleged infringement in clause 15.2 is based on:

(a) a modification of the Services, Service Data or Documentation by anyone other than Snyk;

(b) the Licensee's use of the Services, Service Data or Documentation in a manner contrary to the instructions given to the Licensee by Snyk or the terms of this agreement; or

(c) the Licensee's use of the Services, Service Data or Documentation after notice of the alleged or actual infringement from Snyk or any appropriate authority.

15.5 The foregoing and clause 16.4(b) states the Licensee's sole and exclusive rights and remedies, and Snyk's (including Snyk's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third party Intellectual Property Rights.

16. LIMITATION OF LIABILITY

16.1 This clause 16 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other party:

(a) arising under or in connection with this agreement;

(b) in respect of any use made by the Licensee of the Services or any part of them; and

(c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

16.2 Except as expressly and specifically provided in this agreement:

(a) the Licensee assumes sole responsibility for results obtained from the use of the Services by the Licensee, and for conclusions drawn from such use. Snyk shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Snyk by the Licensee in connection with the Services, or any actions taken by Snyk at the Licensee's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c) the Services are provided to the Licensee on an "as is" basis.

16.3 Nothing in this agreement excludes the liability of either party:

(a) for death or personal injury caused by the negligence of the other party; or

(b) for fraud or fraudulent misrepresentation.

16.4 Subject to clause 16.2 and clause 16.3:

(a) neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) total aggregate liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance

of this agreement shall be limited to the total Subscription Fees paid for the Developer Subscriptions during the 12 months immediately preceding the date on which the claim arose.

16.5 The provisions of this agreement fairly allocate the risks between Snyk, on the one hand, and the Licensee on the other. The Licensee acknowledges and agrees that the pricing reflects this allocation of risk and the limitation of liability specified herein, and that Snyk would not enter into this Agreement without such allocation and limitation.

17. TERM AND TERMINATION

17.1 This agreement shall, unless otherwise terminated as provided in this clause 17, clause 10.5 or clause 15.3, commence on the Effective Date and shall continue for one (1) year (the “**Initial Term**”) and, thereafter, this agreement shall be automatically renewed for successive periods of one (1) year (each a “**Renewal Period**”), unless:

(a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or

(b) this agreement is otherwise terminated in accordance with the provisions of this agreement;

and the Initial Term together with any subsequent Renewal Periods shall constitute the “**Term**”.

17.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.2(d) to clause 17.2(j) (inclusive); or

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.3 On termination of this agreement for any reason:

(a) the licences granted under clauses 2 and 12.2 shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property and other items (and all copies of

them) belonging to the other party. In particular, the Licensee must:

- (i) delete all copies of the Services, Service Data and the Documentation and cease all use of the same; and
- (ii) immediately uninstall, delete or remove from all computer equipment in its possession or control, and destroy or return to Snyk all copies of, any software used in the provision of the Services including Snyk's CLI tool;
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect

18. FORCE MAJEURE

Snyk shall have no liability to the Licensee under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Snyk or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Licensee is notified of such an event and its expected duration.

19. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

22.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23. ENTIRE AGREEMENT

23.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

23.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

24. ASSIGNMENT

24.1 Licensee may not assign or transfer this Agreement or any performance rights or obligations under this Agreement without the prior written consent of Snyk.

24.2 Notwithstanding the foregoing, no consent is required for either party to assign its rights and obligations under this Agreement to an Affiliate or to a successor of all or substantially all its assets through merger, reorganization, consolidation, or acquisition, provided that the assigning party provides notice of the assignment to the other party.

24.3 No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon

and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. NOTICES

27.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out above in this agreement.

27.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

28. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

29. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by [INSERT NAME]
for and on behalf of
SNYK LIMITED

.....
[Title]

.....
Date

Signed by [INSERT NAME]
for and on behalf of
[LICENSEE NAME]

.....
[TITLE]

.....
Date

SCHEDULE 1 - SERVICES**DESCRIPTION OF SERVICES**

Add Snyk Open source or Snyk Containers with descriptions.

SUBSCRIPTION FEES

Item	Count	Total Monthly Cost	Paid Annually

TYPE OF INTEGRATION:

LANGUAGES SUPPORTED:

ADDITIONAL DEVELOPER SUBSCRIPTION FEES

Additional Developer Subscriptions may be purchased by the Licensee in accordance with clause 4 at the rate set out in the table above.

SCHEDULE 2 - SERVICE LEVEL AGREEMENT

1. Snyk shall use commercially reasonable efforts to ensure that the Services are available to the Licensee 99.9% of the time in any calendar month, excluding Scheduled Downtime and Emergency Downtime. If the Services fall below 99.9% in any calendar month, Snyk will provide the Licensee the Service Credits described below.

Monthly Uptime Percentage	Service Credit
Below 99.9% but above 98.0%	Two days of Services credited to the Licensee's account
Below 98.0% but above 95.0%	5 days of Services credited to the Licensee's account
Below 95.0%	10 days of Services credited to the Licensee's account

2. If Monthly Uptime Percentage is below 95% for (a) three consecutive months or (b) any three months during any twelve month period; then, in addition to the 10 day Service Credit referenced above, the Licensee will also have the right to terminate the Agreement upon ten Business Days written notice to Snyk.
3. The aggregate maximum number of Service Credits the Licensee can claim for Downtime periods that occur in a single calendar month shall not exceed the equivalent of 10 days of Service value added to the Licensee's account.
4. This SLA does not apply to any performance issues: (a) caused by factors outside of Snyk's reasonable control; (b) that resulted from the Licensee's actions or inactions, or the actions or inactions of a third party; or (c) that resulted from the Licensee's equipment or third party equipment.
5. The provision of Service Credits shall be the Licensee's exclusive remedy for Snyk's failure to adhere to this SLA.
6. Snyk shall not in any circumstances be obliged to pay any money or make any refund to the Licensee.
7. **DEFINITIONS**

The following definitions apply to this SLA. Defined terms used here, but not defined here, are defined in the Agreement.

Downtime: in a given calendar month, the number of minutes during which the proportion of failed API responses to user requests, calculated as part of the overall API responses to user requests, exceeds five percent. Snyk tracks its API responses and monitors their success rate by counting the failed responses as part of the overall response count. Downtime does not include Emergency Downtime or Scheduled Downtime.

Emergency Downtime: those times where Snyk becomes aware of a vulnerability which, based on a risk assessment of the vulnerability, Snyk determines requires immediate remediation and, as a result, the Services are made temporarily unavailable in order for Snyk to address the vulnerability. Emergency Downtime is not considered Downtime for the purposes of this SLA.

Monthly Uptime Percentage: the total number of minutes in the calendar month minus the number of minutes of Downtime suffered in the calendar month, divided by the total number of minutes in the calendar month.

Scheduled Downtime: those times where Snyk notifies the Licensee of Downtime 3 days prior to the commencement of such Downtime, provided that: (a) there will be no more than 3 hours of Scheduled Downtime per quarter; and (b) Snyk will endeavour to carry out Scheduled Downtime at low traffic times. Scheduled Downtime is not considered

Downtime for purposes of this SLA.

SCHEDULE 3 - SUPPORT AND MAINTENANCE SCHEDULE**1. SUPPORT SERVICES**

- 1.1 During the Term Snyk shall perform the Support Services 24 hours a day, 7 days a week
- 1.2 As part of the Support Services, Snyk shall provide technical and helpdesk support by means of the following telephone number +1-844-835-8167 and e-mail address **support@snyk.io** or an updated phone number and email provided to the Licensee

2. SUBMITTING SUPPORT REQUESTS AND ACCESS

- 2.1 The Licensee may request Support Services by way of a Support Request.
- 2.2 Each Support Request shall include a description of the problem and the start time of the incident.
- 2.3 The Licensee shall provide Snyk with:
- (a) prompt notice of any Faults; and
- (b) such output and other data, documents, information, assistance and (subject to compliance with all the Licensee's security and encryption requirements notified to Snyk in writing) remote access to Licensee's systems, as are reasonably necessary to assist Snyk to reproduce operating conditions similar to those present when the Licensee detected the relevant Fault and to respond to the relevant Support Request.
- 2.4 The Licensee acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit Snyk direct access at the Licensee site to the Licensee's computer system and the Licensee's files, equipment and personnel.
- 2.5 The Licensee shall provide such access promptly, provided that Snyk complies with all the Licensee's security requirements and other policies and procedures relating to contractors entering and working on the Licensee site notified to Snyk.

3. SUPPORT REQUESTS

- 3.1 Snyk shall:
- (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- (b) respond to all Support Requests in accordance with the responses and response times specified in the tables set out below:
- (c) Severity Definitions

Severity Level	Impact	Description
Severity 1	Critical	Snyk critical failure that impacts Licensee's operations and prevents Licensee's work from being done with no workaround.
Severity 2	Major	A major function of the Snyk service is not operational but Licensee's operations are not affected, or operations are possible with a workaround.
Severity 3	Low	Minor defect in the Software or Platform with minor or no effect on Licensee's operation

- (d) Response and Resolution Times

Severity Level	Contact Method	Response Time
Severity 1	Phone Call	2 hours to initial response and acknowledgement, 6 hours to resolution (including workaround, which will reclassify the incident as Severity 2)
Severity 2	Phone Call	4 hours to initial response and acknowledgement,

		5 Business Days to resolution
Severity 3	Phone Call or email	12 hours to initial response and acknowledgement

(e)

Ongoing Updates

Severity Level	Contact Method	Description
Severity 1	Email / conference call	Email updates (twice a day) Conference call once a day
Severity 2	Email	Email update once a day
Severity 3	Email	Email updates on progress

4. DEFINITIONS

The following definitions apply to this Support and Maintenance Schedule. Defined terms used here, but not defined here, are defined in the Agreement.

Fault: any failure of the Software or Platform to operate in all material respects in accordance with the Documentation, including any failure or error referred to the table at paragraph 3.1(c)

Support Request: request made by the Licensee in accordance with this schedule for support in relation to the Platform or Software, including correction of a Fault.

Support Services: maintenance of the then-current version or release of the Software and Platform and any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software and Platform.