

**EXHIBIT A - CODE CLIMATE, INC.
MASTER SUBSCRIPTION AGREEMENT**

THIS MASTER SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) GOVERNS YOUR ACQUISITION AND USE OF CODE CLIMATE’S SERVICE. BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL SIGNING THE ORDER FORM FOR CUSTOMER IS SIGNING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY.

THIS AGREEMENT is made by and between Code Climate and Customer as defined in the Order Form(s) between such Customer and Code Climate referencing this Agreement. References to “You” and its derivatives herein refer to Customer.

1. SCOPE OF AGREEMENT. This Agreement governs Code Climate’s provision of services to You, subject to one or more ordering documents (each such document, an “Order Form”) describing the services, each of which incorporates this Agreement by reference. In order to be binding, each Order Form must be signed by both parties. The parties may add Order Forms from time to time during the term of this Agreement. In the event of a conflict between a term of this Agreement and any Order Form, the Order Form shall govern to the extent it references the specific provision (or content thereof) in this Agreement to be superseded.

2. DEFINITIONS. The following terms will have the following meanings: “Affiliate” means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under the common ownership or control with a party, where ownership or control is denoted by having more than fifty percent (50%) of the voting power (or equivalent ownership interest) of the applicable entity. “Instance” means a unique installation of Code Climate Software comprised of one or more virtual machines in a data center or on premises at a Customer location, as applicable. “Seats” means the number of users who have an account to login to the Software, where applicable. “Software” means the object code form of Code Climate’s proprietary enterprise software application, and any Updates that are provided to You by Code Climate, and any related documentation made available to You by Code Climate (“Documentation”). “Business Unit” means a department, division, or entity that is licensed to use a particular Software product. “Updates” means a Software release containing error corrections, minor enhancements, features, or functionality, in object code form, which is made commercially available by Code Climate and any corresponding changes to Documentation, but excluding any Upgrades. “Upgrades” means new products and product tiers made commercially available by Code Climate pursuant to a separate license agreement. By way of example only, a bug fix to the Software licensed under this Agreement is an Update, but the addition of a new product tier for the Software with materially different features from those offered with the Software licensed under this Agreement is an Upgrade. “Use Limits” means the maximum use of the Software under the Subscription, which may be expressed in Seats, Instances, or Business Unit, set forth in the Order Form. “Lines of Code” means executable source code not including comments or blank spaces. “Build” means any type of analysis that Code Climate runs in response to user input, webhooks, or automated tasks.

3. LICENSE. Subject to the terms of this Agreement and Your payment of all applicable Subscription Fees (defined below), during the subscription term, Code Climate hereby grants to You a revocable, non-exclusive, non-transferable, non-assignable (except as provided in Section 14.1) right and license (a) (i) for “On-Prem” subscriptions as indicated on the Order Form, to download and install the Software on Your servers for the number of Instances specified in the Order Form, and (ii) for “Cloud” subscriptions as indicated on the Order Form, to access the Software from our remote environment subject to the Use Limits (either Seats or Business Unit, depending on your Subscription type) on the Order Form; (b) to use the Software solely for Your internal operation and use; and (c) to use the Documentation solely as required to support your internal operation and use of the Software.

4. RESTRICTIONS.

4.1 GENERAL. The license granted to You under this Agreement is granted solely to You for use by the Business Units and/or Affiliates identified in the Order Form. You may not assign, sell, rent, lease, sublicense, lend, transfer, resell, or distribute the Software to any third party or use the Software on behalf of any third party unless otherwise agreed to in writing by Code Climate in its sole discretion. You agree not to copy the Software, in whole or in part, except that You may make copies of the Software and Documentation for backup and archival purposes only. You agree not to modify, obscure, or delete any proprietary rights notices included in or on the Software or Documentation and You agree to include all such notices on all copies. You may not modify the Software, make derivative works based on the Software, or merge the Software into any other computer programs. You may not reverse engineer, disassemble, or decompile the Software, in whole or in part, or otherwise attempt to derive its source code. You agree to use the Software in compliance with all applicable laws and regulations, including, without limitation, applicable export control laws and regulations of the United States and other jurisdictions.

4.2 LICENSE TYPES.

a) INSTANCES. The license granted to You under this Agreement is limited to the number of Instances set forth in the Order Form. Each Instance gives You the right to authorize up to 200 Seats, 2,000,000 Lines of Code, and 50 Builds per Hour. Any usage in excess of the aforementioned limitations (i) will not be supported under this Agreement, (ii) is subject to limitation by Code Climate, and (iii) is at risk of termination. You may purchase additional Instances at the same price listed in the Order Form to increase the number of Seats, Lines of Code, and/or Builds per

hour.

- b) **SEATS.** While the number of Seats you authorize is in Your discretion (subject to the Use Limits), You must allocate a Seat for any individuals who are authorized by You to use the Software and who have been supplied user identifications and passwords by You (or by Code Climate at Your request). Only one user account may be associated with a particular Seat. Only one person may use a user account; two or more people may not share a user account. If a user account is deleted, You may create a new user account associated with the corresponding Seat. You agree that Code Climate may monitor the number of Seats actually used by You during the applicable subscription term. Upon Code Climate's reasonable request (such request not to be made more than once during any 12-month period without good cause), You agree to promptly deliver to Code Climate (a) usage files and reports generated by the Software at Your direction verifying the number of Seats actually used by You during the applicable subscription term; and/or (b) a certification signed by one of Your officers regarding the number of Seats actually used by You during the applicable subscription term.
- c) **BUSINESS UNIT.** The license granted is for the benefit of the Business Unit identified on the Order Form (which may be the entire entity, a department, region, etc.), Any individual assigned to such Business Unit or performing work on its behalf pursuant to a written agreement may access the Software in connection with his or her duties. Code Climate does not automatically adjust the license fee based on the number of individuals from such Business Unit accessing the Software, but if there is a material increase in the demand on the Software for such Business Unit during the Term (i.e., a consolidation of teams as a result of a re-organization, merger, or other corporate event), the parties will engage in good faith discussions to equitably adjust the fees to reflect such event.

4.3 U.S. GOVERNMENT. Code Climate provides the Software for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Code Climate 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.

4.4 CLOUD SUBSCRIPTIONS. Customer is responsible for any network or internet connectivity required to access or use the Software over the internet. Customer consents to the processing and storage of Customer data uploaded to the Software on hardware owned or controlled by third parties (i.e. AWS). In addition to the restrictions in Section 4.1, Customer will not (a) use the Software to transmit to or make available any denial of service attack, virus, worm, Trojan horse or other harmful code or activity, (b) attempt to probe scan or test the vulnerability of the Software, or (c) use the Software in a way that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on the Code Climate cloud infrastructure.

5. TITLE. Code Climate and its licensors own all rights, title, and interest in and to the Software. Your rights to the Software are limited to the license expressly granted to You in this Agreement. Code Climate reserves all rights not expressly granted in this Agreement.

6. TERM AND TERMINATION.

6.1 TERM. This Agreement takes effect on the date You first sign an Order Form incorporating these terms and will remain in effect until all applicable Order Forms have expired or been terminated. The term of each subscription will be described in the applicable Order Form. Except as otherwise described in an Order Form, subscriptions for a Service will automatically renew for additional periods equal in length to the expiring subscription term unless either party provides notice of non-renewal at least thirty (30) days prior to commencement of the next renewal term. Code Climate will notify You in writing ninety (90) days prior to the end of the then-current subscription term of any price increases in effect for the subsequent renewal term.

6.2 TERMINATION FOR BREACH. Either party may immediately terminate this Agreement if the other party breaches any material term of this Agreement and, if such breach is capable of cure, the terminating party gives the breaching or defaulting party written notice of termination specifying the underlying breach or default within thirty (30) days of discovery of such breach or default, and such breach or default remains uncured thirty (30) days after the breaching or defaulting party receives the notice.

6.3 EFFECT OF TERMINATION. Upon termination or expiration of this Agreement (a) the subscription term shall end; (b) all licenses and rights to use the Software granted to You hereunder shall immediately terminate; and (c) Code Climate may disable the Software, although You will continue to have access to Your data. Those provisions of this Agreement that by their terms or sense are intended to survive termination or expiration of this Agreement will survive and remain in full force and effect, including, without limitation, Sections 1, 5, 6.3, 8, 9.2, 10, 11, 12, 13, and 14

7. SUPPORT.

7.1 GENERAL. subject to Your compliance with Your payment obligations under this Agreement, Code Climate will provide You with technical

support (“Support”) during its regular business hours: 10:00 am to 5:00 pm Eastern Time, Monday through Friday, excluding observed holidays. Support will be provided by email. Support includes: (a) assistance related to questions on the installation and operational use of the Software; (b) assistance in identifying and verifying the causes of suspected errors in the Software; and (c) providing workarounds for identified Software errors or malfunctions, where reasonably available to Code Climate. You will use commercially reasonable efforts to ensure that only persons properly trained in the operation and usage of the Software will use the Support. Code Climate will also provide you with the training services set forth in the Order Form, if applicable.

7.2 ERROR CORRECTIONS. Throughout the subscription term, Code Climate will use its reasonable efforts to correct any reproducible error in the Software with a level of effort and within timeframes commensurate with the severity of the error and consistent with industry standards for similar support services. Code Climate will have no obligation to correct all errors in the Software. Upon identification of any error, You will notify Code Climate of such error and provide Code Climate with enough information for Code Climate to reproduce the error.

7.3 LIMITATIONS. Code Climate will not be responsible for correcting any errors not reproducible by Code Climate on the unmodified Software or errors caused by: (a) Your failure to implement all Updates provided by Code Climate under this Agreement; (b) changes to the operating system or environment which adversely affect the Software; (c) any alterations of or additions to the Software made by parties other than Code Climate; (d) use of the Software in a manner for which it was not designed; or (e) accident, negligence, or misuse of the Software. Code Climate will only be obligated to support a particular version of the Software for a period of one (1) year from the date of commercial release of such version or through six (6) months following the date of commercial release of the subsequent Software version (Update), whichever is longer. Support for any earlier versions or for errors not covered under this Agreement may be obtained, if available, at Code Climate's then-current rates.

8. PAYMENT. You agree to pay to Code Climate the subscription fees set forth in any Order Forms (“Subscription Fees”) and any setup fees set forth in any Order Forms (“Setup Fees” and collectively, with Subscription Fees, “Fees”). You are solely responsible for providing Code Climate accurate and complete billing and contact information and for notifying Code Climate of any changes to such information. You will pay all amounts due to Code Climate in full within thirty (30) days from the date of each invoice. All amounts payable under this Agreement are denominated in and shall be payable in United States Dollars. You are solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Code Climate's net income) that are imposed or become due in connection with the subject matter of this Agreement. Fees are non-refundable except as expressly provided in this Agreement or as otherwise agreed to in writing by Code Climate in its sole discretion.

9. WARRANTY AND DISCLAIMER.

9.1 LIMITED WARRANTY. Code Climate warrants that (a) the Software will not contain or transmit any computer code or other technology specifically designed to disrupt, disable, harm, or otherwise impede in any manner, any other software, hardware, computer system, or network (sometimes referred to as “malware”, “viruses” or “worms”); (b) any services performed by Code Climate pursuant to this Agreement will be performed in a good and workmanlike manner by appropriately qualified and trained personnel; and (c) for a period of ninety (90) days following delivery of the Software to You, the Software will perform in all material respects in conformance with the Documentation provided by Code Climate with the Software. Code Climate's sole obligation under the limited warranty set forth in this Section 9.1 is to use its reasonable efforts to correct or replace any non-conforming Software once Code Climate has been made aware of such non-conformance or, in Code Climate's sole discretion, to terminate this Agreement (in which event, You will immediately stop using the Software) and refund the Subscription Fees paid by You to Code Climate for the then-current subscription term. Code Climate will have no responsibility if the Software has been altered in any way or if the failure arises out of use of the Software other than in a Code Climate recommended hardware configuration. Any such misuse, accident, abuse, modification, or misapplication of the Software will void the warranty above.

9.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CODE CLIMATE DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

10. LIMITATION OF LIABILITY.

10.1 NO CONSEQUENTIAL OR RELATED DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 LIMITATION OF DAMAGES. TO TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID AND PAYABLE BY YOU TO CODE CLIMATE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

10.3 EXCEPTIONS. The exclusions and limitations of liability in this Section 10 will not apply to (a) Code Climate's indemnification obligations under Section 11; (b) each party's confidentiality obligations under Section 12; and (c) any unauthorized use of the intellectual property rights of one party by the other party.

11. INDEMNIFICATION.

11.1 INDEMNITY. Code Climate will defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Software as provided and in material compliance with this Agreement infringes or misappropriates the intellectual property rights of a third party ("Claim"), and shall indemnify You for any damages, attorney fees, and legal costs finally awarded against You as a result of such Claim; provided that You (a) promptly give Code Climate written notice of such Claim; (b) give Code Climate sole control of the defense and settlement of such Claim (provided that Code Climate may not settle any Claim against You without Your consent unless the settlement unconditionally releases You of all liability); and (c) provide to Code Climate all reasonable assistance. You may not settle or compromise any Claim, except with Code Climate's prior written consent.

11.2 EXCEPTIONS. Code Climate will have no obligation to indemnify You for any Claim under Section 11.1 to the extent that the Claim results from: (a) modifications to the Software made by a party other than Code Climate, if the infringement or misappropriation would not have occurred but for such modifications; (b) the combination, operation, or use of the Software with equipment, devices, software, systems, or data not supplied, approved, or intended by Code Climate, if the infringement or misappropriation would not have occurred but for such combination, operation, or use; (c) Your failure to Updates to the Software provided by Code Climate to avoid infringement or misappropriation; (d) Your failure to stop using the Software after receiving written notice to do so from Code Climate in order to avoid infringement or misappropriation; or (e) Your use of the Software other than as authorized by this Agreement.

11.3 RIGHT TO AMELIORATE DAMAGES. If use of the Software is, or in Code Climate's reasonable opinion is likely to be, subject to a Claim under Section 11.1, Code Climate may, at its sole option and at no additional charge to You: (a) procure for You the right to continue using the Software; (b) replace or modify the Software so that it is non-infringing and substantially equivalent in function to the original Software; or (c) if options (a) and (b) above are not accomplished despite Code Climate's reasonable efforts, terminate this Agreement (in which event, You will immediately stop using the Software) and refund the Subscription Fees paid by You to Code Climate for the then-current subscription term.

11.4 SOLE REMEDY. THIS SECTION 11 SETS FORTH CODE CLIMATE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND BY THE SOFTWARE.

12. CONFIDENTIALITY. Each party (a "Receiving Party") understands that the other party (the "Disclosing Party") may share certain information of a confidential nature during the subscription term. "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, that should reasonably have been understood by the Receiving Party due to legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Disclosing Party, including, without limitation, the non-public facing aspects of the Software; the source code for the Software; any other non-public source code of either party; and any non-public product, service, technical, marketing, business, financial, or other information. The Receiving Party agrees, for itself and any Affiliate, agents, and employees, that it will not publish, disclose, or otherwise divulge or use (other than as expressly permitted under this Agreement) any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party in each instance. Each party will use at least the same level of care to maintain the confidentiality of the other party's Confidential Information as it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care. Without granting any right or license, the Disclosing Party agrees that the foregoing will not apply with respect to information that the Receiving Party can document (a) is in the public domain and is available at the time of disclosure or which thereafter enters the public domain and is available, through no improper action or inaction by the Receiving Party or any Affiliate, agent, or employee (provided, however, that an item of Confidential Information shall not be considered in the public domain due to the fact that the individual elements that comprise that item can be found in the public domain); (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it by a third party without violating any obligations to the Disclosing Party; (d) is independently developed by the Receiving Party without reference to such Confidential Information; or (e) is compelled to be disclosed pursuant to any statutory or regulatory authority, court order, or legal process, provided the Disclosing Party is given prompt notice of such requirement and the scope of such disclosure is limited to the extent possible. Notwithstanding the foregoing, Code Climate may calculate

aggregate, anonymized statistics about its customers' data and use those statistics (but not the underlying data) for purposes of sales, marketing, business development, product enhancement, or customer service.

13. GOVERNING LAW AND JURISDICTION. This Agreement, including its formation, will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any principles of conflict of laws that would require a different result. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York, New York and the parties irrevocably consent to personal jurisdiction and venue therein.

14. MISCELLANEOUS.

14.1 ASSIGNMENT. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.2 SEVERABILITY. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this Agreement to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed will be deleted and the remaining provisions of this Agreement will continue in full force and effect.

14.3 NOTICES. All notices provided hereunder will be in writing, delivered personally, by e-mail or sent by overnight courier, registered or certified mail to the addresses specified in the signature lines below or such other address as may be specified in writing by notice given in accordance with this Section 14.3. All such notices will be deemed to have been given: (a) upon receipt when delivered personally; (b) upon receipt when delivered by e-mail; (c) in the case of overnight courier, one weekday after delivery to the overnight courier; or (d) when refused.

14.4 WAIVER. Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.5 FORCE MAJEURE. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failure, and power failures, provided the affected party makes commercially reasonable efforts to mitigate the effects of such event.

14.6 INDEPENDENT CONTRACTORS. Code Climate and You are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship between Code Climate and You.

14.7 COUNTERPARTS. This Agreement (including any Order Form) may be executed in any number of counterparts, each of which when so executed will be deemed an original, and all of which together will constitute one and the same agreement. Execution may be evidenced via electronic signature service (i.e., DocuSign) or scanned originals sent to the counterparty.

14.8 AMENDMENTS; ENTIRE AGREEMENT. No modification, change, or amendment of this Agreement shall be binding upon the parties, except by mutual express consent in writing of subsequent date duly signed by the authorized representatives of each of the parties. This Agreement, including any Order Forms, constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

14.9 PUBLICITY. You hereby grant Code Climate a license to use Your name, logos, and marks in advertising, marketing, promotional materials, publicity, client lists, press release, case studies, references, Internet posting, or otherwise in a manner similar to how Code Climate uses the names, logos and marks of other clients and consistent with any usage guides or equivalent you provide.