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CROWDSTRIKE HOLDINGS, INC.

FORM 425

(Filing of certain prospectuses and communications in connection with business combination transactions)

Filed 11/23/26

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 22, 2026

CrowdStrike Holdings, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-38933**	**45-3788918**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

206 E. 9th Street
Suite 1400
Austin, Texas 78701
(Address of principal executive office, including zip code)

Registrant's telephone number, including zip code: **(888) 512-8906**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Class A common stock, $0.0005 par value	CRWD	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Merger Agreement

On November 22, 2026, CrowdStrike Holdings, Inc., a Delaware corporation ("**Parent**"), entered into an Agreement and Plan of Merger (the "**Merger Agreement**") among Parent, Neon Speedway, Inc., a Delaware corporation and a wholly owned direct Subsidiary of Parent ("**Merger Sub**"), and Zscaler, Inc., a Delaware corporation (the "**Company**"), pursuant to which, on the terms and subject to the conditions set forth therein, at the Effective Time, Merger Sub will merge with and into the Company (the "**Merger**"), whereupon the separate existence of Merger Sub will cease, with the Company surviving as a direct, wholly owned Subsidiary of Parent (the "**Surviving Corporation**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Merger Agreement.

The board of directors of Parent (the "**Parent Board**") has unanimously: (i) determined that it is in the best interests of Parent and its stockholders, and declared it advisable, to enter into the Merger Agreement and (ii) approved the execution, delivery and performance of the Merger Agreement and the consummation of the transactions contemplated by the Merger Agreement, including the Merger and the issuance of Parent Shares (as defined below), pursuant to the Merger Agreement.

Merger Consideration

Subject to the terms and conditions set forth in the Merger Agreement, at the Effective Time, by virtue of the Merger, each share of common stock of the Company, $0.001 par value per share ("**Company Common Stock**"), outstanding immediately prior to the Effective Time (other than (i) shares of Company Common Stock held by the Company as treasury stock (other than shares subject to or issuable in connection with an Employee Plan of the Company) or owned by Parent or Merger Sub immediately prior to the Effective Time, which will be cancelled, and (ii) shares of Company Common Stock held by any Subsidiary of the Company or Parent (other than Merger Sub) immediately prior to the Effective Time, which will be converted into shares of the Surviving Corporation) will be converted into the right to receive 1.135 fully paid and non-assessable shares of Class A common stock of Parent, $0.0005 par value per share (the "**Parent Shares**," and such ratio, the "**Exchange Ratio**"), together with, but without duplication, any cash in lieu of fractional Parent Shares (the "**Merger Consideration**"), without interest and subject to any applicable withholding of taxes. If the issuance of Parent Shares in connection with the transactions contemplated by the Merger Agreement would otherwise result in the issuance or potential issuance of Parent Shares in excess of an amount equal to one share less than 20.0% of the Parent Shares outstanding immediately prior to such issuance, as determined in accordance with Nasdaq rules, the Exchange Ratio will be automatically reduced by the smallest amount necessary so that the shares issuable do not exceed such limit.

Pursuant to the Merger Agreement, at or immediately prior to the Effective Time:

- the portion of each restricted stock unit award of the Company (each a "**Company RSU**") that is vested (or that will automatically vest by its terms solely as a result of the consummation of the transactions contemplated by the Merger Agreement) and outstanding as of immediately prior to the Effective Time, and each Company RSU held by a Non-Employee Holder that is outstanding (whether vested or unvested) as of immediately prior to the Effective Time, will be cancelled and converted automatically into the right to receive the Merger Consideration in respect of the total number of shares of Company Common Stock subject to such Company RSU, less applicable tax withholding;

- the portion of each Company RSU that is held by an Employee Holder and is unvested and outstanding as of immediately prior to the Effective Time (each a "**Rollover RSU Award**") will be cancelled and converted into a restricted stock unit award with respect to a number of Parent Shares equal to the product of (x) the number of shares of Company Common Stock underlying such Rollover RSU Award as of immediately prior to the Effective Time, multiplied by (y) the Exchange Ratio, and the contractual obligations in respect of each such converted Rollover RSU Award will be expressly assumed by Parent and each Rollover RSU Award will otherwise be subject to substantially the same terms and conditions (including any vesting, forfeiture and vesting acceleration conditions) as were applicable to the corresponding Company RSU prior to the Effective Time;

- the portion of each performance stock unit of the Company (each a "**Company Performance Unit**") that is vested (or that will automatically vest by its terms solely as a result of the consummation of the transactions contemplated by the Merger Agreement, with the number of shares of Company Common Stock subject thereto determined in accordance with the applicable equity plan and award agreement as in effect on the date of the Merger Agreement) and outstanding as of immediately prior to the Effective Time will be cancelled and converted into the right to receive the Merger Consideration in respect of the total number of shares of Company Common Stock subject to such vested portion, less applicable tax withholding;

- the remaining portion of each Company Performance Unit that is outstanding as of immediately prior to the Effective Time will be cancelled and converted into a time-based restricted stock unit award with respect to a number of Parent Shares equal to the product of (x) the number of shares of Company Common Stock underlying such remaining portion, as determined in accordance with the applicable equity plan and award agreement, multiplied by (y) the Exchange Ratio (each a "**Rollover PSU Award**"), and the contractual obligations in respect of each such Rollover PSU Award will be expressly assumed by Parent and each Rollover PSU Award will otherwise be subject to substantially the same terms and conditions (including any service-based vesting, forfeiture and vesting acceleration conditions) as were applicable to the corresponding Company Performance Unit prior to the Effective Time;

- each option to purchase shares of Company Common Stock (each a "**Company Option**"), whether vested or unvested, that is outstanding as of immediately prior to the Effective Time will be cancelled and converted into a stock option (each a "**Rollover Option**") (x) with respect to a number of Parent Shares equal to the product of (A) the number of shares of Company Common Stock underlying such Company Option as of immediately prior to the Effective Time multiplied by (B) the Exchange Ratio (rounded down to the nearest whole share) and (y) with a per share exercise price determined by dividing (A) the per share exercise price applicable to such Company Option by (B) the Exchange Ratio (rounded up to the nearest penny), and each Rollover Option will otherwise be subject to substantially the same terms and conditions (including any vesting, forfeiture and vesting acceleration conditions) as were applicable to the corresponding Company Option prior to the Effective Time; and

- each share of Company Common Stock that is unvested or subject to forfeiture, a repurchase right or other restrictions that lapse based on continued service or the achievement of performance goals (each a "**Company Restricted Share**") that is outstanding as of immediately prior to the Effective Time will, at the Effective Time, be converted into the right to receive the Merger Consideration, provided that the Parent Shares (and any cash in lieu of fractional Parent Shares) issuable in respect of each such Company Restricted Share (each a "**Rollover Restricted Share**") will be subject to substantially the same terms and conditions (including vesting, vesting acceleration, forfeiture, repurchase and transfer restrictions) as were applicable to such Company Restricted Share immediately prior to the Effective Time, and the contractual obligations in respect thereof will be expressly assumed by Parent.

Company Convertible Notes

Subject to the terms and conditions set forth in the Merger Agreement, on the closing date of the Merger, Parent, Merger Sub and the Company will, as and to the extent required by the Company's 2028 Notes Indenture, enter into a supplemental indenture to the Company's Indenture, dated as of July 3, 2025, between the Company, as issuer, and U.S. Bank Trust Company, National Association, as trustee, governing the Company's 0.00% Convertible Senior Notes due 2028 (the "**Company 2028 Notes Indenture**" and such notes, the "**Company 2028 Notes**"), pursuant to which, at and after the Effective Time, the right of the holders of the then outstanding Company 2028 Notes to convert each $1,000 principal amount of Company 2028 Notes into shares of Company Common Stock will be changed into a right to convert such principal amount of Company 2028 Notes into the number of Parent Shares (and any other consideration) that a holder of a number of shares of Company Common Stock equal to the conversion rate in effect immediately prior to the Effective Time would have been entitled to receive in the Merger, giving effect to the Exchange Ratio, with conversions settled in cash, Parent Shares or a combination of cash and Parent Shares, at Parent's election, in each case as required by and in accordance with the terms of the Company 2028 Notes Indenture and the Merger Agreement.

Capped Calls

In connection with the issuance of the Company 2028 Notes, the Company entered into privately negotiated capped call transactions with certain option counterparties (the "**Company 2028 Capped Calls**"). Pursuant to the Merger Agreement, the Company may not amend, modify or terminate the Company 2028 Capped Calls without Parent's consent (not to be unreasonably withheld, conditioned or delayed) (other than in connection with conversions of Company 2028 Notes or any modification, adjustment or termination made by the option counterparties pursuant to the terms of the Company 2028 Capped Calls) and, if requested by Parent, will use commercially reasonable efforts to terminate or settle all or a portion of the Company 2028 Capped Calls at or as of (and contingent upon) the Effective Time and will engage, at Parent's expense, a hedging advisor in connection therewith. As a result of the announcement and completion of the Merger, the terms of the Company 2028 Capped Calls may be adjusted, and all or a portion of the Company 2028 Capped Calls may be terminated or settled, in each case in accordance with their terms.

Post-Closing Governance

The Merger Agreement also provides that, prior to the Closing Date, the Company will designate Jay Chaudhry (the Company's chief executive officer) to join the Parent Board as a Class I director (or, if he is unable or unwilling to serve, one individual mutually agreed between the Company and Parent from among the members of the Company's board of directors as of the date of the Merger Agreement), and Parent will take all necessary actions to cause such designee to be appointed to the Parent Board effective as of immediately following the Effective Time.

Closing Conditions

The consummation of the Merger is subject to satisfaction or waiver of certain customary mutual closing conditions, including (1) the absence of any injunction, order or decree issued, or Applicable Law enacted, by a governmental authority of competent jurisdiction that is in effect as of immediately prior to the Effective Time and imposes a Burdensome Condition (as defined in the Merger Agreement) (other than a Burdensome Condition that Parent, in its sole discretion, has determined to accept) or restrains, enjoins or otherwise prohibits or makes illegal the consummation of the Merger, (2) the adoption of the Merger Agreement and the transactions contemplated thereby, including the Merger, by the vote of the holders of at least a majority of the outstanding Company Common Stock entitled to vote thereon (the "**Requisite Company Vote**"), (3) the expiration or termination of any waiting period (including any extensions thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**") or any other Antitrust Law or FDI Law, in each case applicable to the Merger, and the expiration or termination of any commitment to, or agreement with, any governmental authority to delay the consummation of, or to not consummate before a certain date, the Merger, and the receipt and continued effectiveness of certain other required regulatory approvals, in each case without the imposition of any Burdensome Condition (other than a Burdensome Condition that Parent, in its sole discretion, has determined to accept), (4) effectiveness of the Registration Statement on Form S-4 to be filed by Parent pursuant to which the Parent Shares to be issued in connection with the Merger will be registered with the U.S. Securities and Exchange Commission (the "**SEC**"), and the absence of any stop order suspending such effectiveness or proceeding for the purpose of suspending such effectiveness being pending before or threatened by the SEC and (5) the approval for listing on the NASDAQ Global Select Market of the Parent Shares to be issued in connection with the Merger. The obligation of each party to consummate the Merger is also conditioned upon, among other things: (1) the other party having complied in all material respects with its pre-closing obligations and covenants under the Merger Agreement, (2) the accuracy of the representations and warranties of the other party in the Merger Agreement (subject to certain materiality qualifiers) and (3) the absence of a material adverse effect with respect to the other party since the date of the Merger Agreement.

Representations and Warranties and Covenants

The Merger Agreement contains customary representations and warranties from both the Company, on the one hand, and Parent and Merger Sub, on the other hand, and each party has agreed to customary covenants, including, among others, relating to the conduct of its business between the execution of the Merger Agreement and the Effective Time. In addition, subject to certain exceptions, the Company has agreed to covenants relating to the obligation to call a meeting of its stockholders to adopt the Merger Agreement and approve the Merger. The Company has also agreed not to solicit, initiate or knowingly facilitate or encourage alternative acquisition proposals and, subject to certain exceptions, not to engage in discussions or negotiations with third parties regarding alternative acquisition proposals. Subject to certain exceptions, the Company's board of directors may not withdraw, modify or qualify its recommendation that the Company's stockholders adopt the Merger Agreement

Termination and Fees

The Merger Agreement contains termination rights for each of Parent and the Company, including, among others: (1) if any injunction, order or decree has become final and non-appealable or there is an enactment of an Applicable Law, in each case prohibiting or making illegal the consummation of the Merger or permanently enjoining Parent or Merger Sub from consummating the Merger, (2) if the consummation of the Merger does not occur on or before November 23, 2027 (subject to automatic extension to February 23, 2028 if only conditions relating to antitrust or foreign direct investment laws remain unsatisfied, and to further extension for any U.S. government shutdown that suspends or delays review of the Merger under the HSR Act (day for day, not to exceed 60 days in the aggregate)), (3) if the Requisite Company Vote is not obtained at the Company Meeting and (4) subject to certain conditions, if the Company wishes to terminate the Merger Agreement, prior to obtaining the Requisite Company Vote, to enter into a definitive agreement with respect to a superior proposal. Upon the termination of the Merger Agreement under specified circumstances, including, among others, the termination by Parent in the event of a change of recommendation by the Company's board of directors or by the Company in order to enter into a definitive agreement with respect to a superior proposal, the Company would be required to pay Parent a termination fee of $1,400,000,000.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Voting and Support Agreement

In connection and concurrently with the execution and delivery of the Merger Agreement, certain stockholders of the Company (including Mr. Chaudhry and certain related trusts) entered into a voting and support agreement (the "**Voting and Support Agreement**") with Parent. The Voting and Support Agreement provides that, among other things, the stockholders of the Company party thereto will vote their respective shares of Company Common Stock in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated thereby, including the Merger. The Voting and Support Agreement covers approximately 34% of the outstanding Company Common Stock.

A copy of the form of Voting and Support Agreement is filed with this Current Report on Form 8-K ("**Current Report**") as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the Voting and Support Agreement is not complete and is subject to, and qualified in its entirety by, reference to the form thereof filed herewith.

Post-Closing Voting Agreement

In connection and concurrently with the execution and delivery of the Merger Agreement, Mr. Chaudhry and certain related trusts entered into a post-closing voting agreement (the "**Post-Closing Voting Agreement**"). The Post-Closing Voting Agreement provides that, among other things and subject to the applicable terms and conditions thereof, and effective upon the consummation of the Merger, such stockholders will, during the period commencing on the closing date of the Merger and ending on the later of (a) the third anniversary of such closing date and (b) the date on which Jay Chaudhry ceases to be a member of the Parent Board, vote (or cause to be voted) all Parent Shares beneficially owned by such stockholders in accordance with the recommendation of the Parent Board.

A copy of the form of Post-Closing Voting Agreement is filed with this Current Report as Exhibit 10.2 and is incorporated herein by reference. The foregoing description of the Post-Closing Voting Agreement is not complete and is subject to, and qualified in its entirety by, reference to the form thereof filed herewith.

Additional Information

The Merger Agreement, the Voting and Support Agreement and the Post-Closing Voting Agreement have been included to provide investors and security holders with information regarding their terms. They are not intended to provide any other factual information about Parent, Merger Sub or the Company. The representations, warranties and covenants contained in the Merger Agreement, the Voting and Support Agreement and the Post-Closing Voting Agreement were made only for purposes of the Merger Agreement, the Voting and Support Agreement and the Post-Closing Voting Agreement, as applicable, and as of specific dates, were solely for the benefit of the parties to the Merger Agreement, the Voting and Support Agreement and the Post-Closing Voting Agreement, as applicable, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement, the Voting and Support Agreement and the Post-Closing Voting Agreement, as applicable, instead of establishing these matters as facts and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of Parent, Merger Sub or the Company or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, the Voting and Support Agreement and the Post-Closing Voting Agreement, as applicable, which subsequent information may or may not be fully reflected in Parent's or the Company's public disclosures.

Item 7.01. Regulation FD Disclosure.

Press Release

On November 23, 2026, Parent issued a joint press release announcing the execution of the Merger Agreement, a copy of which is filed as Exhibit 99.1 to this Current Report and is incorporated herein by reference.

The information in Item 7.01 of this Current Report, including the accompanying Exhibit 99.1, is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Exchange Act of 1934, as amended, or otherwise subject to the liabilities of Section 18. The information in Item 7.01 of this Current Report shall not be incorporated by reference into any registration statement or other document filed pursuant to the U.S. Securities Act of 1933, as amended, or the Exchange Act of 1934, as amended, regardless of any general incorporation language contained in such filing.

Important Information about the Transaction and Where to Find It

In connection with the transaction, Parent and the Company will make filings with the SEC, including a registration statement on Form S-4 filed by Parent that will include a proxy statement of the Company that also constitutes a prospectus of Parent. A definitive proxy statement will be mailed to stockholders of the Company after the Form S-4 is declared effective by the SEC. This communication is not a substitute for the registration statement, proxy statement or prospectus or any other document that Parent or the Company (as applicable) may file with the SEC in connection with the proposed transaction.

Before you make any voting or investment decision, Parent and the Company securityholders are urged to read these and other filings, as well as any amendments or supplements to these documents, when they become available. They have important information about the proposed transaction. You can obtain these filings for free at http://www.sec.gov. You may also obtain Parent's filings for free at https://ir.crowdstrike.com/results-filings/sec-filings and the Company's filings for free at https://ir.the zscaler.com/financial-information/sec-filings.

Participants in the Solicitation

Parent, the Company, their respective directors and certain of their respective executive officers may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information about the directors and executive officers of the Company is set forth in its proxy statement for its 2025 annual meeting of stockholders, which was filed with the SEC on November 21, 2025 (and which is available at https://www.sec.gov/Archives/edgar/data/1713683/000171368325000198/zs-20251121.htm), in its Form 10-K for the fiscal year ended July 31, 2026, which was filed with the SEC on September 3, 2026 (and which is available at https://www.sec.gov/Archives/edgar/data/1713683/000171368326000157/zs-20260731.htm), in its Form 8-K, which was filed with the SEC on April 16, 2026 (and which is available at https://www.sec.gov/Archives/edgar/data/1713683/000171368326000082/zs-20260415.htm) and its Form 8-K, which was filed with the SEC on September 24, 2026 (and which is available at https://www.sec.gov/Archives/edgar/data/1713683/000171368326000193/zs-20260924.htm). . Information about Parent's directors is set forth in its proxy statement for its 2026 annual meeting of stockholders, which was filed with the SEC on May 5, 2026 (and which is available at https://www.sec.gov/Archives/edgar/data/1535527/000110465926055599/tm2532333-4_def14a.htm) and its Form 10-K for the fiscal year ended January 31, 2026, which was filed with the SEC on March 5, 2026 (https://www.sec.gov/ix?doc=/Archives/edgar/data/0001535527/000153552726000010/crwd-20260131.htm). Additional information regarding the direct and indirect interests of those persons and other participants in the proxy solicitation will be contained in the joint proxy statement/prospectus when it becomes available. These documents can be obtained for free from the sources indicated above.

No Offer or Solicitation

This communication is for informational purposes only and shall not, constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Forward-Looking Statements

This communication contains forward-looking statements within the meaning of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. All statements contained in this communication other than statements of historical fact are forward-looking statements. Some forward-looking statements can be identified by words such as "believe," "may," "will," "potentially," "estimate," "continue," "anticipate," "intend," "could," "would," "project," "plan," "expect," "accelerate," "expand," "mission," "objective," "outlook," "predict," "target," or similar expressions. Forward-looking statements include statements about the timing and the consummation of the proposed transaction, its anticipated benefits, including the timing and amount of potential synergies, the incremental total addressable market for Parent, and the expected treatment of the Company's 2028 convertible notes ("Company 2028 Notes") and the Company's related 2028 capped calls ("Company 2028 Capped Calls") in connection with the proposed transaction. All such forward-looking statements are subject to risks, uncertainties and assumptions that could cause actual results to differ materially. Factors that could cause such a difference include: the ability of Parent and the Company to satisfy closing conditions including regulatory approvals, the ability of Parent and the Company to integrate their businesses successfully; potential litigation relating to the proposed transaction; disruption from the proposed transaction; diversion of management's time and attention as a result of the proposed transaction; potential adverse reactions or changes to business relationships resulting from the proposed transaction; restrictions during the pendency of the proposed transaction that could impact the Company's ability to pursue certain business opportunities or strategic transactions or otherwise operate its business; the possibility that the transaction may be more expensive to complete than anticipated; and other risks described in the section titled "Risk Factors" in Item 1A of Parent's Quarterly Report on Form 10-Q for the quarterly period ended July 31, 2026, filed with the SEC on August 27, 2026, and in Item 1A of the Company's Annual Report on Form 10-K for the fiscal year ended July 31, 2026, filed with the SEC on September 3, 2026; and risks described in future SEC filings made by Parent or the Company. Accordingly, you should not place undue reliance on any of these forward-looking statements.

The forward looking statements included in this communication are made only as of the date hereof, and are based on the current beliefs of Parent and the Company as well as assumptions made by and information currently available to them, which are subject to inherent uncertainties. Neither Parent nor the Company assumes any obligation to update any forward-looking statements, except as required by applicable law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1*†	Agreement and Plan of Merger, dated as of November 22, 2026, by and among CrowdStrike Holdings, Inc., Neon Speedway, Inc. and Zscaler, Inc.
10.1†	Form of Voting and Support Agreement
10.2†	Form of Post-Closing Voting Agreement
99.1	Joint Press Release, dated November 23, 2026
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

* Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the SEC upon request.

† Portions of this exhibit (indicated by asterisks) have been omitted in accordance with Item 601(b)(10)(iv) of Regulation S-K because they are both not material and are the type that Parent treats as private or confidential.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 23, 2026

CROWDSTRIKE HOLDINGS, INC.

By: /s/ Burt Podbere
Name: Burt Podbere
Title: Chief Financial Officer

Exhibit 2.1

EXECUTION

AGREEMENT AND PLAN OF MERGER

dated as of

November 22, 2026

by and among

ZSCALER, INC.,

CROWDSTRIKE HOLDINGS, INC.,

and

NEON SPEEDWAY, INC.

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "**Agreement**") dated as of November 22, 2026 by and among Zscaler, Inc., a Delaware corporation (the "**Company**"), CrowdStrike Holdings, Inc., a Delaware corporation ("**Parent**"), and Neon Speedway, Inc., a Delaware corporation and a wholly owned direct subsidiary of Parent ("**Merger Sub**").

W I T N E S S E T H :

WHEREAS, Parent desires to acquire the Company on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition of the Company by Parent, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "**DGCL**"), Merger Sub shall be merged with and into the Company (the "**Merger**"), with the Company surviving the Merger as a wholly owned subsidiary of Parent;

WHEREAS, the Board of Directors of the Company (the "**Company Board**") has unanimously (a) determined that it is in the best interests of the Company and its stockholders, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Merger, and (c) resolved to recommend that the stockholders of the Company adopt this Agreement and directed that such matter be submitted for consideration to the stockholders of the Company at the Company Meeting (as defined below);

WHEREAS, the Board of Directors of Parent (the "**Parent Board**") has unanimously (a) determined that it is in the best interests of Parent and its stockholders, and declared it advisable, to enter into this Agreement and (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Merger and the issuance of Parent Shares (as defined below), pursuant to this Agreement;

WHEREAS, the Board of Directors of Merger Sub has unanimously approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including the Merger, and declared it in the best interests of Merger Sub and its sole stockholder and advisable for Merger Sub to enter into this Agreement, and recommended that Parent, as the sole stockholder of Merger Sub, adopt this Agreement and approve the transactions contemplated hereby;

WHEREAS, Parent, as the sole stockholder of Merger Sub, will adopt this Agreement promptly following the execution and delivery of this Agreement;

WHEREAS, concurrently with the execution of this Agreement and following Company Board approval thereof, certain stockholders of the Company have entered into a voting agreement with Parent (a "**Voting Agreement**") pursuant to which, among other things, such persons have agreed, on the terms and subject to the conditions set forth in the Voting Agreement, to vote all of such persons' shares of capital stock of the Company in favor of the adoption of this Agreement and the approval of the Merger and the other transactions contemplated by this Agreement; and

WHEREAS, the parties hereto intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code (as defined below) and the Treasury regulations promulgated thereunder (the "**Treasury Regulations**") and that this Agreement be, and hereby is, adopted as a "plan of reorganization" for purposes of Section 368 of the Code and the Treasury Regulations thereunder.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. (a) As used herein, the following terms have the following meanings:

"**1933 Act**" means the Securities Act of 1933.

"**1934 Act**" means the Securities Exchange Act of 1934.

"**2028 Capped Calls**" means those certain Base Call Option Transaction Confirmations, dated as of June 30, 2025, and those certain Additional Call Option Transaction Confirmations, dated as of July 1, 2025, in each case by and between the Company and each of Barclays Bank PLC, Citibank, N.A., Credit Agricole Corporate and Investment Bank, Goldman Sachs & Co. LLC, Mizuho Markets Americas LLC and Societe Generale, in each case as amended through the date hereof.

"**2028 Indenture**" means that certain Indenture, dated as of July 3, 2025, by and between the Company, as Issuer, and U.S. Bank Trust Company, National Association, as Trustee, governing the Company's 0.00% Convertible Senior Notes due 2028.

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any offer, proposal or expression of intent, including any amendments, adjustments, changes, revisions and supplements thereto, from any Third Party relating to, in a single transaction or a series of related transactions, (i) any acquisition or purchase, directly or indirectly, of assets constituting 20% or more of the consolidated assets or generating 20% or more of the revenue of the Company and its Subsidiaries on a consolidated basis, or securities constituting 20% or more of any class of equity or voting securities (or any equity securities convertible into, or exchangeable or redeemable for, any such equity or voting securities) of the Company or any of its Subsidiaries with respect to which such Subsidiaries' assets, individually or in the aggregate, constitute, directly or indirectly, 20% or more of the consolidated assets, or generate 20% or more of the revenue, of the Company and its Subsidiaries, on a consolidated basis, (ii) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in any Third Party beneficially owning 20% or more of any class of equity or voting securities of the Company (or any equity securities convertible into, or exchangeable or redeemable for, any such equity or voting securities), or (iii) a merger, consolidation, amalgamation, share exchange, joint venture, exclusive license, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Company or any of its Subsidiaries under which such Third Party would acquire (A) assets constituting 20% or more of the consolidated assets or generating 20% or more of the revenue of the Company and its Subsidiaries on a consolidated basis or (B) beneficial ownership of 20% or more of any class of equity or voting securities of the Company.

"**Action**" means any action, cause of action, suit, audit, litigation, arbitration, mediation, complaint, citation, claim (including any crossclaim or counterclaim), written demand, subpoena, enforcement action or proceeding (including any civil, criminal, administrative, regulatory, appellate or other proceeding), whether at equity or at law, in contract, in tort or otherwise.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by or is under common control with such Person.

"**AI Act**" means the European Union's Artificial Intelligence Act (Regulation (EU) 2024/1689).

"**AI System**" means (i) any deep learning, machine learning or other artificial intelligence technologies, including any and all algorithms, software or systems that make use of or employ neural networks, transformers, diffusion models, autoencoders, generative adversarial networks or other systems trained using gradient descent or any other statistical learning algorithms or reinforcement learning and (ii) any other machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments.

"**Annual Recurring Revenue**" means, with respect to any Person (together with its Affiliates) as of any date, the next 12 months of revenue from subscription Contracts with such Person as of such date, assuming that any such Contract expiring during such 12-month period will be renewed on its existing terms, calculated in a manner consistent with the Company's calculation of "ARR" as reported in the Company 10-K.

"**Antitrust Action**" means any action (including divestitures, hold separate arrangements, consent decrees, the termination, assignment, novation or modification of contracts or other business relationships, the acceptance of restrictions on business operations, the entry into other commitments and limitations) with respect to the Company, Parent and their respective Affiliates that is required by any Governmental Authority to provide its approval, consent, registration, permit, authorization, clearance or other confirmation under Antitrust Laws for the consummation of the transactions contemplated by this Agreement, and litigation with respect to the foregoing.

"**Antitrust Laws**" means all Applicable Law designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization, lessening of competition or restraint of trade, including the HSR Act.

"**Applicable Data Protection Laws**" means any and all Applicable Laws relating to data privacy, data protection, cybersecurity and/or the processing of Personal Information, including, to the extent applicable, the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020), the U.S. Department of Justice's Data Security Program (28 C.F.R. Part 202), the EU General Data Protection Regulation 2016/679 and the equivalent thereof under the laws of the United Kingdom.

"**Applicable Data Protection Requirements**" means any and all (i) Applicable Data Protection Laws, (ii) public-facing policies, binding industry standards, and applicable restrictions and requirements contained in any Contract to which the Company or any of its Subsidiaries is bound, in each case under this clause (ii), relating to data privacy, data protection, cybersecurity and/or the processing of Personal Information, (iii) Statements on Standards for Attestation Engagements No. 18 and (iv) SOC 2.

"**Applicable Law**" means, with respect to any Person, any federal, state, local, foreign, international or transnational law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, directive, order, permit, injunction, judgment, award, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding on or applicable to such Person, in each case, as amended unless expressly specified otherwise.

"**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York or Austin, Texas are authorized or required by Applicable Law to close.

"**Burdensome Condition**" means any requirement, condition, limitation, understanding, agreement or order to (A) sell, license, assign, transfer, divest, hold separate or otherwise dispose of any assets, business or portion of any business of Parent, Merger Sub, the Company or any Subsidiary of Parent or the Company or otherwise agree to any structural remedy required by any Governmental Authority in connection with seeking any waiting period expirations or terminations, consents, clearances, waivers, licenses, orders, registrations, approvals, permits or authorizations necessary or advisable to be obtained in order to consummate the transactions contemplated by this Agreement, including the Merger or (B) otherwise conduct, restrict or operate the business or any portion of the business of Parent, Merger Sub, the Company or any Subsidiary of Parent or the Company or impose any restriction, requirement or limitation on the operation of the business or any portion of the business of Parent, Merger Sub, the Company or any Subsidiary of Parent or the Company, or otherwise agree to any behavioral remedy required by any Governmental Authority in connection with seeking any waiting period expirations or terminations, consents, clearances, waivers, licenses, orders, registrations, approvals, permits or authorizations necessary or advisable to be obtained in order to consummate the transactions contemplated by this Agreement, including the Merger, except, in the case of clause (B), for any action or actions as would not reasonably be expected to, individually or in the aggregate, (x) materially reduce the reasonably anticipated benefits to Parent of the transactions contemplated by this Agreement or (y) impact Parent, the Company or their respective Subsidiaries in a manner or amount that is material relative to the value of the Company and its Subsidiaries, taken as a whole.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Collective Bargaining Agreement**" means any written or oral agreement, memorandum of understanding, works council, collective bargaining agreement or other contractual obligation between the Company or any of its Subsidiaries and any labor union or other, similar authorized employee representative representing Service Providers.

"**Company 10-K**" means the Company's annual report on Form 10-K for the fiscal year ended July 31, 2026.

"**Company AI Product**" means any and all services (including cloud-based services offered via the Internet) and products (including any and all data solutions, applications, algorithms and other software), in each case, that (i) incorporate or employ any AI Systems and (ii) are manufactured, made commercially available, marketed, distributed, sold, leased, imported for resale or licensed out by or on behalf of the Company or any of its Subsidiaries.

"**Company Balance Sheet**" means the unaudited condensed consolidated balance sheet of the Company as of the Company Balance Sheet Date and the footnotes thereto set forth in the Company 10-K.

"**Company Balance Sheet Date**" means July 31, 2026.

"**Company's Counsel**" means Wilson Sonsini Goodrich & Rosati, counsel to the Company, or such other nationally recognized counsel as may be reasonably acceptable to the Company and Parent.

"**Company Disclosure Schedule**" means the disclosure schedule dated the date hereof regarding this Agreement that has been provided by the Company to Parent and Merger Sub.

"**Company Employee**" means any current or former employee of the Company or any of its Subsidiaries.

"**Company IP**" means any and all Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries.

"**Company Material Adverse Effect**" means any event, circumstance, development, occurrence, fact, condition, effect or change (each, an "**Effect**") that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to the financial condition, business, assets or results of operations of the Company and its Subsidiaries, taken as a whole, excluding any Effect to the extent arising or resulting from (A) changes, developments or conditions after the date hereof in the general economic or political conditions in the United States or elsewhere in the world, including in the financial, debt, credit, capital or securities markets, including changes in interest rates, (B) changes generally affecting the industries in which the Company and its Subsidiaries operate, (C) changes or proposed changes in Applicable Law or interpretations thereof or regulatory conditions or any changes in the enforcement thereof, including changes in Tax law, interpretations and regulations after the date hereof, (D) changes or proposed changes in GAAP or other accounting standards or interpretations thereof, (E) acts of war (whether or not declared), hostilities, civil unrest, military actions or acts of terrorism or any escalation or worsening of the foregoing, (F) cyberattacks, cybersecurity breaches, sabotage, trade wars or the imposition of tariffs, trade restrictions or sanctions, (G) weather conditions or acts of God (including storms, earthquakes, tsunamis, tornados, hurricanes, floods or other natural disasters or other comparable events), (H) pandemics, epidemics, disease outbreaks or other public health events (or any escalation or worsening of the foregoing), (I) the development of, or changes in, supply chain disruptions anywhere in the world generally affecting the industries in which the Company and its Subsidiaries operate, (J) any change, in and of itself, in the market price or trading volume of the Company's securities; *provided* that the exception in this clause (J) shall not prevent or otherwise affect a determination that any underlying Effect that is the cause of such change has resulted in, or would reasonably be expected to result in, a Company Material Adverse Effect to the extent not otherwise falling within any of the other exceptions set forth in clauses (A) through (N) hereof, (K) the negotiation, execution or announcement of this Agreement or the consummation of the Merger or the other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, with employees, labor unions, financing sources, customers, suppliers, distributors, regulators, partners or other Persons, or any action or claim made or brought by any of the current or former stockholders of the Company (or on their behalf or on behalf of the Company) against the Company or any of its directors, officers or employees arising out of this Agreement or the Merger or the other transactions contemplated hereby (it being understood that this clause (K) shall not apply to a breach of any representation or warranty related to the execution, announcement or consummation of the transactions contemplated hereby), (L) any failure of any of the Company or any of its Subsidiaries to meet, with respect to any period or periods, any internal or published projections, forecasts, estimates of earnings or revenues or business plans (but not the underlying facts or basis for such failure to meet projections, forecasts, estimates of earnings or revenues or business plans, which may be taken into account in determining whether there has been or would reasonably be expected to be a Company Material Adverse Effect to the extent not otherwise falling within any of the other exceptions set forth in clauses (A) through (L) hereof), (N) any action taken by the Company or any of its Subsidiaries at the written request of Parent or that is expressly required by this Agreement (other than pursuant to Section 6.01), or with the prior written consent of Parent (to the extent the consequences thereof are reasonably foreseeable), or any action omitted to be taken by the Company or any of its Subsidiaries pursuant to Section 6.01 because Parent unreasonably withheld, conditioned or delayed its consent pursuant to such Section 6.01, or (N) any Antitrust Actions; *provided*, *however*, that if any Effect described in any of clauses (A) through (I) has a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other similarly situated participants in the industries in which the Company and its Subsidiaries operate, only the incremental disproportionate effect shall be taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect.

"**Company Option**" means each stock option issued by the Company pursuant to, or otherwise governed by, the Equity Plans pursuant to which the holder has a right to purchase Company Shares after the vesting or lapse of restrictions applicable to such option.

"**Company Performance Unit**" means a performance stock unit, performance share unit or performance unit issued by the Company pursuant to, or otherwise governed by, the Equity Plans, that vests (in whole or in part) upon the achievement of one or more previously established but not yet satisfied performance goals (notwithstanding that the vesting of such performance unit may also be conditioned upon the continued services of the holder thereof), pursuant to which the holder has a right to receive Company Shares (or an equivalent amount in cash) after the vesting or lapse of restrictions applicable to such unit.

"**Company Proprietary Product Software**" means Software (i) authored by or for the Company or a Subsidiary of the Company, (ii) that the Company or a Subsidiary of the Company currently distributes or otherwise offers or makes available to its customers, and (iii) the confidential and proprietary nature of the source code to which is material to the Company and its Subsidiaries, taken as a whole.

"**Company Restricted Share**" means each Company Share that, as of the applicable time of determination, is unvested or subject to forfeiture, a repurchase right or other restrictions that lapse based on continued service or the achievement of performance goals, whether issued pursuant to, or otherwise governed by, the Equity Plans or issued pursuant to any acquisition agreement, award agreement or other Contract (including any Company Shares issued in connection with any business combination that are subject to post-combination service-based vesting conditions).

"**Company RSU**" means a restricted stock unit issued by the Company pursuant to, or otherwise governed by, the Equity Plans that vests solely upon the continued service of the holder over a specified period of time (including any such unit subject to previously satisfied performance goals), pursuant to which the holder has a right to receive Company Shares (or an equivalent amount in cash) after the vesting or lapse of restrictions applicable to such unit.

"**Contract**" means any contract, agreement, lease, sublease, occupancy agreement, license, sublicense, indenture, note, bond, loan, mortgage, deed of trust, concession, franchise, Permit or other instrument, commitment or undertaking, including any exhibits, annexes, appendices or attachments thereto, and any amendments, modifications, supplements, extensions or renewals thereto, in each case, whether written or oral.

"**control**" (including the terms "controlled," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Counsel**" means Company's Counsel and Parent's Counsel, together, or, where the context requires (including any reference to the "applicable Counsel"), either of them.

"**DCSA**" means the U.S. Department of War, Defense Counterintelligence and Security Agency, and any successor thereto.

"**DOJ**" means the Antitrust Division of the United States Department of Justice.

"**Employee Holder**" means each holder of Company RSUs, Company Options, Company Performance Units and/or Company Restricted Shares, as applicable, who is a current or former employee of the Company or any of its Subsidiaries.

"**Employee Plan**" means any (i) "employee benefit plan" as defined in Section 3(3) of ERISA (regardless of whether such plan is subject to ERISA and whether written or unwritten), (ii) compensation, employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, agreement, arrangement, program or policy or (iii) other plan, agreement, arrangement, program or policy providing for compensation, bonuses, profit-sharing, equity or equity-based compensation or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangement), medical, dental, vision, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, or post-employment or retirement benefits (including compensation, pension, health, medical or insurance benefits), in each case, whether or not written, that is sponsored, maintained, administered, contributed to, or entered into, by the Company, any of its Subsidiaries or any of their ERISA Affiliates (or any predecessor of such entity) for the current or future benefit of any current or former individual Service Provider (or any beneficiary of any current or former Service Provider) or with respect to which the Company, any of its Subsidiaries or any of their ERISA Affiliates (or any predecessor of such entity) has or would reasonably be expected to have any direct or indirect liability.

"**Environment**" means any air (whether ambient, outdoor or indoor), surface water, drinking water, groundwater, land surface, wetland, subsurface strata, soil, sediment, plant or animal life and any other natural resources.

"**Environmental Laws**" means any Applicable Laws relating to the protection of the Environment, the prevention of pollution, the containment, clean-up, preservation, protection and reclamation of the Environment, health and safety (as it relates to exposure to Hazardous Substances) or to the presence, generation, use, management, transportation, storage, treatment or Release of Hazardous Substances.

"**Environmental Permits**" means all Permits required under Environmental Laws.

"**Equity Plans**" means (i) the Zscaler, Inc. Amended and Restated FY2018 Equity Incentive Plan (as amended and restated) and (ii) the Zscaler, Inc. 2007 Stock Plan.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" of any entity means any other entity that, together with such entity, would be treated as a single employer under Sections 414(b), (c), (m) or (o) of the Code.

"**ESPP**" means the Zscaler, Inc. FY2018 Employee Stock Purchase Plan.

"**FDI Laws**" means any Applicable Laws designed or intended to prohibit, restrict or regulate foreign investment for purposes of national security, public order or defense matters applicable in any jurisdiction.

"FTC" means the United States Federal Trade Commission.

"**GAAP**" means generally accepted accounting principles in the United States.

"**Government Contract**" means any Contract for the sale of supplies or services currently in performance or that has not been closed that is between the Company or any of its Subsidiaries on one hand and a Governmental Authority on the other or entered into by the Company or any of its Subsidiaries as a subcontractor at any tier in connection with a Contract between another Person and a Governmental Authority. For purposes hereof, a task, purchase, delivery, change or work order under a Contract will not constitute a separate Contract but will be part of the Contract to which it relates.

"**Government Shutdown**" means any shutdown resulting from the lack of Congressional budget appropriations, after the date of this Agreement and prior to the expiration or termination of the waiting period under the HSR Act, of the United States federal government services provided by the FTC or DOJ to review the Merger under the HSR Act, to the extent such shutdown suspends or delays such review.

"**Governmental Authority**" means any transnational, domestic or foreign federal, state, provincial, local or other governmental, regulatory or administrative authority, department, court, agency, commission or official, including any political subdivision thereof, or any other governmental or quasi-governmental (including self-regulatory) authority or instrumentality.

"**Hazardous Substance**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics, or which is otherwise regulated, or could give rise to liability, under Environmental Law, including (i) petroleum and petroleum products, including crude oil and any fractions thereof, (ii) natural gas, synthetic gas and any mixtures thereof, (iii) polychlorinated biphenyls, (iv) asbestos or asbestos-containing materials, (v) radioactive materials, (vi) per- and polyfluoroalkyl substances and (vii) mold.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder.

"**Indebtedness**" means, with respect to any Person, without duplication, all obligations or undertakings by such Person: (i) for borrowed money; (ii) evidenced by bonds, debentures, notes or similar instruments; (iii) pursuant to securitization or factoring programs or arrangements; (iv) pursuant to guarantees of any Indebtedness of any other Person (other than between or among any of the Company and its wholly owned Subsidiaries); (v) net cash payment obligations of such Person under swaps, options, derivatives and other hedging Contracts or arrangements that will be payable upon termination thereof (assuming termination on the date of determination); (vi) in the form of capital lease obligations of such Person and its Subsidiaries; (vii) in the form of letters of credit and bank guarantees entered into by or on behalf of such Person; (viii) in the form of reimbursement obligations of such Person and its Subsidiaries under letters of credit to the extent such letters of credit have been drawn; (ix) owing to the deferred purchase price of any assets or property, earnout, holdback or similar payments (other than trade payables incurred in the ordinary course of business); (x) for guarantees of another Person in respect of any items set forth in clauses (i) through (ix); and (xi) all outstanding prepayment premium obligations of such Person and its Subsidiaries, if any, and accrued interest, fees and expenses related to any of the items set forth in clauses (i) through (x).

"**Intellectual Property**" means any and all intellectual property rights or similar proprietary rights throughout the world, including all common law and statutory rights in or associated with: (i) trademarks, service marks, trade names, slogans, logos, brand names, certification marks, trade dress, and other indications of origin (whether or not registered), the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application ("**Marks**"), (ii) domain names and social media handles associated with internet addresses, sites and services, (iii) statutory invention registrations, utility models, supplementary protection certificates, patents, applications for patents (including divisionals, continuations, continuations in part, provisionals, and renewal applications), and any renewals, reexaminations, substitutions, extensions or reissues thereof, in any jurisdiction, and equivalent rights in inventions ("**Patents**"), (iv) Trade Secrets, (v) copyright rights, whether registered or not, and registrations or applications for registration of copyrights in any jurisdiction, and any renewals, reversions, restorations, derivative works or extensions in connection with the foregoing, now or hereafter provided by Applicable Law, and equivalent rights in works of authorship, copyrightable writings and other copyrightable works regardless of the medium of fixation or means of expression (including in Software as a work of authorship, copyrightable writing or copyrightable work) ("**Copyrights**"), (vi) technical or proprietary data, *sui generis* data and rights in technical or proprietary databases rights, (vii) moral rights, design rights, industrial property rights, and publicity rights and (viii) rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, misappropriation or other violation of any of the foregoing.

"**IT Assets**" means any and all information technology devices, computers, Software, firmware, middleware, servers, networks, workstations, routers, hubs, circuits, switches, data communications lines and other information technology equipment, and all associated documentation, in each case, owned by, or licensed or leased to and under the control of, the Company or any of its Subsidiaries.

"**Knowledge**" means, (i) with respect to the Company, the actual knowledge, after reasonable inquiry of such individuals' direct reports, of the individuals listed on Section 1.01(a)(i) of the Company Disclosure Schedule and (ii) with respect to Parent, the actual knowledge, after reasonable inquiry of such individuals' direct reports, of the individuals listed on Section 1.01(a)(ii) of the Parent Disclosure Schedule.

"**Licensed IP**" means any and all Intellectual Property owned by a third party and licensed or sublicensed (or purported to be licensed or sublicensed) to the Company or any of its Subsidiaries, or for which the Company or any of its Subsidiaries has obtained, or purports to have obtained, a covenant not to be sued.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, license, pledge, option, hypothecation, adverse right, restriction, charge, security interest, right of first refusal, restriction on transfer and assignment or other encumbrance of any kind or nature whatsoever, whether contingent or absolute, or any agreement, option, right or privilege (whether by Applicable Law, Contract or otherwise) capable of becoming any of the foregoing, in respect of such property or asset. For purposes of this Agreement, a Person shall be deemed to own, subject to a Lien, any property or asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"**made available to Parent**" means that such information, document or material was: (i) included in the Company SEC Documents and publicly available on the SEC EDGAR database prior to the execution of this Agreement; (ii) made available for review by Parent or its Representatives prior to the execution of this Agreement in the virtual "data room" hosted by Datasite and maintained by the Company in connection with this Agreement; or (iii) provided by the Company or its Representatives via email to Parent or its Representatives prior to the execution of this Agreement.

"**Multiemployer Plan**" means a "multiemployer plan" as defined in Section 3(37) of ERISA.

"**NASDAQ**" means the NASDAQ Global Select Market.

"**NISPOM**" means the regulations set forth at 32 C.F.R. Part 117.

"**Non-Employee Holder**" means each holder of Company RSUs, Company Options, Company Performance Units and/or Company Restricted Shares, as applicable, who is not a current or former employee of the Company or any of its Subsidiaries.

"**ordinary course of business**" means any action taken by the applicable Person in the ordinary course of business substantially consistent with past practice of such Person and its Subsidiaries.

"**Parent Balance Sheet**" means the unaudited condensed consolidated balance sheet of Parent as of the Parent Balance Sheet Date and the footnotes thereto set forth in the Parent 10-K.

"**Parent Balance Sheet Date**" means January 31, 2026.

"**Parent Disclosure Schedule**" means the disclosure schedule dated the date hereof regarding this Agreement that has been provided by Parent and Merger Sub to the Company.

"**Parent Equity Plan**" means the CrowdStrike Holdings, Inc. 2019 Equity Incentive Plan.

"**Parent Material Adverse Effect**" means any Effect that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to the financial condition , business, assets or results of operations of Parent and its Subsidiaries, taken as a whole, excluding any Effect to the extent arising or resulting from (A) changes, developments or conditions after the date hereof in the general economic or political conditions in the United States or elsewhere in the world, including in the financial, debt, credit, capital or securities markets, including changes in interest rates, (B) changes generally affecting the industries in which Parent and its Subsidiaries operate, (C) changes or proposed changes in Applicable Law or interpretations thereof or regulatory conditions or any changes in the enforcement thereof, including changes in Tax law, interpretations and regulations after the date hereof, (D) changes or proposed changes in GAAP or other accounting standards or interpretations thereof, (E) acts of war (whether or not declared), hostilities, civil unrest, military actions or acts of terrorism or any escalation or worsening of the foregoing, (F) cyberattacks, cybersecurity breaches, sabotage, trade wars or the imposition of tariffs, trade restrictions or sanctions, (G) weather conditions or acts of God (including storms, earthquakes, tsunamis, tornados, hurricanes, floods or other natural disasters or other comparable events), (H) pandemics, epidemics, disease outbreaks or other public health events (or any escalation or worsening of the foregoing), (I) the development of, or changes in, supply chain disruptions anywhere in the world generally affecting the industries in which Parent and its Subsidiaries operate, (J) any change, in and of itself, in the market price or trading volume of Parent's securities; *provided* that the exception in this clause (J) shall not prevent or otherwise affect a determination that any underlying Effect that is the cause of such change has resulted in, or would reasonably be expected to result in, a Parent Material Adverse Effect to the extent not otherwise falling within any of the other exceptions set forth in clauses (A) through (N) hereof, (K) the negotiation, execution or announcement of this Agreement or the consummation of the Merger or the other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, with employees, labor unions, financing sources, customers, suppliers, distributors, regulators, partners or other Persons, or any action or claim made or brought by any of the current or former stockholders of Parent (or on their behalf or on behalf of Parent) against Parent or any of its directors, officers or employees arising out of this Agreement or the Merger or the other transactions contemplated hereby (it being understood that this clause (K) shall not apply to a breach of any representation or warranty related to the execution, announcement or consummation of the transactions contemplated hereby), (L) any failure of any of Parent or any of its Subsidiaries to meet, with respect to any period or periods, any internal or published projections, forecasts, estimates of earnings or revenues or business plans (but not the underlying facts or basis for such failure to meet projections, forecasts, estimates of earnings or revenues or business plans, which may be taken into account in determining whether there has been or would reasonably be expected to be a Parent Material Adverse Effect to the extent not otherwise falling within any of the other exceptions set forth in clauses (A) through (N) hereof), (N) any action taken by Parent or any of its Subsidiaries at the written request of the Company or that is expressly required by this Agreement (other than pursuant to Section 7.01), or with the prior written consent of the Company (to the extent the consequences thereof are reasonably foreseeable), or any action omitted to be taken by Parent or any of its Subsidiaries pursuant to Section 7.01 because the Company unreasonably withheld, conditioned or delayed its consent pursuant to such Section 7.01, or (N) any Antitrust Actions; *provided*, *however*, that if any Effect described in any of clauses (A) through (I) has a disproportionate effect on Parent and its Subsidiaries, taken as a whole, relative to other similarly situated participants in the industries in which Parent and its Subsidiaries operate, only the incremental disproportionate effect shall be taken into account in determining whether there has been, or would reasonably be expected to be, a Parent Material Adverse Effect.

"**Parent Share Price**" means the volume weighted average price of a Parent Share on the NASDAQ (as reported by Bloomberg L.P. or, if not reported therein, another authoritative source mutually selected by Parent and the Company) for the five consecutive Trading Days ending on (and including) the last Trading Day immediately preceding the Closing Date.

"**Parent's Counsel**" means Davis Polk & Wardwell LLP, counsel to Parent.

"**PBGC**" means the Pension Benefit Guaranty Corporation.

"**Permits**" means each grant, license, franchise, permit, easement, variance, exception, exemption, waiver, consent, certificate, certification, registration, accreditation, approval, order, qualification or other similar authorization of or from any Governmental Authority.

"**Permitted Liens**" means: (i) carriers', warehousemen's, mechanics', materialmen's, landlords', laborers', suppliers' and vendors' liens and other similar Liens for amounts not yet delinquent, if any, arising or incurred in the ordinary course of business that do not, individually or in the aggregate, materially impair or interfere with the use of the subject assets or otherwise materially impair business operations as presently conducted; (ii) Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings and that are adequately reserved for as of the date hereof in the applicable financial statements of the Company in accordance with GAAP; (iii) applicable zoning, planning, entitlement, conservation restrictions, land use restrictions, building codes and other governmental rules and regulations imposed by a Governmental Authority having jurisdiction over the real property, none of which are violated in any material respect by the Company's current use, proposed use, or occupancy of any Leased Real Property in a manner that materially impairs or interferes with the use of the subject real property or otherwise materially impairs business operations as presently conducted at the subject real property; (iv) the terms and conditions of the Real Property Leases (other than in connection with any breach thereof) and Liens and encumbrances imposed on the underlying fee interest in Leased Real Property that does not materially impair business operations as presently conducted at the subject real property; (v) non-exclusive licenses, non-exclusive sublicenses and similar non-exclusive authorizations with respect to Intellectual Property; (vi) pledges or deposits made in the ordinary course of business to secure obligations pursuant to workers' compensation laws, unemployment insurance, social security, retirement and similar laws or to secure public or statutory obligations, in each case in the ordinary course of business; (vii) with respect to any securities, any transfer restrictions of general applicability as may be provided under the 1933 Act or other Applicable Law; (viii) Liens securing indebtedness or liabilities that are specifically reflected on the Company Balance Sheet, the existence of which are disclosed in the financial statements of the Company; and (ix) any Liens that will be discharged at or prior to the Effective Time.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority or any "group" within the meaning of Section 13(d) of the 1934 Act.

"**Personal Information**" means data that constitutes "personal information," "personally identifiable information," "personal data," and any terms of similar import, in each case as defined under Applicable Laws relating to data privacy, data protection, cybersecurity and/or the processing of such information or data.

"**Post-Closing Tax Period**" means any Tax period beginning after the Closing Date and, with respect to any Straddle Tax Period, the portion of such Tax period beginning after the Closing Date.

"**Real Property Leases**" means each lease (including ground leases), sublease, license, colocation agreement, concession agreement, occupancy agreement or other Contract to use or occupy space in, at or about any real property, pursuant to which any of the Company or its Subsidiaries is a lessee, sublessee, licensee, authorized user or entity to which space or services are provided, and all amendments, modifications, extensions or supplements thereto or guaranties thereof.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the Environment.

"**Representative**" means, with respect to any Person, the officers, directors, employees, investment bankers, accountants, consultants, agents, legal counsel, financial advisors and other representatives of such Person.

"**Sarbanes-Oxley Act**" means the Sarbanes-Oxley Act of 2002.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Service Provider**" means any director, officer or employee of the Company or any of its Subsidiaries or any individual directly (or through an alter ego entity) engaged by the Company or any of its Subsidiaries as an independent contractor.

"**SOC 2**" means the System and Organization Controls 2, issued by the American Institute of Certified Public Accountants.

"**Software**" means all computer programs and other code, including applications, firmware and operating systems, and software implementations of algorithms, models and methodologies, in source code or object code form.

"**Straddle Tax Period**" means a Tax period that begins on or before the Closing Date and ends after the Closing Date.

"**Standard Licenses**" means (i) licenses between or among the Company and its Subsidiaries, (ii) rights granted by employees, contractors and consultants to the Company or applicable Subsidiary in the ordinary course of business, (iii) non-exclusive licenses to commercially available third party software, (iv) rights granted in nondisclosure agreements entered into in the ordinary course of business, (v) open source licenses, including any licenses meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, (vi) licenses from customers of the Company or its Subsidiaries for the purposes of the Company or its Subsidiaries' provision of products or services to such customers, (vii) non-exclusive licenses to trademarks and other Intellectual Property or technology which are ancillary or incidental to the primary purpose of the Contract, (viii) non-exclusive licenses to suggestions or feedback, (ix) non-exclusive licenses to service providers for the purpose of their providing services to the Company or its Subsidiaries and (x) non-exclusive licenses of Intellectual Property granted to customers, resellers and distributors in connection with the marketing, sale, operation, support and distribution of the products, services or Software of the Company or any of its Subsidiaries and entered into in the ordinary course of business.

"**Subsidiary**" means, with respect to a Person, another Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions is owned or controlled directly or indirectly by such first Person or by one or more of its Subsidiaries or of which such first Person or one of its Subsidiaries serves as a general partner (in the case of a partnership) or a manager or managing member (in the case of a limited liability entity) or similar function.

"**Tax**" (and, with correlative meaning, "**Taxes**") means all U.S. federal, state, local or non-U.S. taxes (including assessments, duties, levies, imposts or other similar charges in the nature of a tax) imposed by a Governmental Authority (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), including income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise profits, withholding (including backup withholding), social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, ad valorem, value added, alternative or add-on minimum or estimated tax or any other tax of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount, whether disputed or not, and any liability for any of the foregoing by reason of (i) assumption, transferee or successor liability or operation of Applicable Law, or (ii) being or having been a member of an affiliated, consolidated, combined or unitary group, or a party to any Tax Sharing Agreement.

"**Tax Return**" means any report, return, document, claim for refund, information return, declaration or statement or filing with respect to Taxes (and any amendments thereof) that is supplied, or required to be supplied, by or to any Governmental Authority, including any schedules or documents with respect thereto.

"**Tax Sharing Agreement**" means any agreement or arrangement binding the Company or any of its Subsidiaries that provides for the allocation, apportionment, sharing, indemnification or assignment of any Tax liability or benefit, or the transfer or assignment of income, revenues, receipts, or gains for the purpose of determining any Person's Tax liability (other than Tax sharing or indemnification provisions contained in an agreement entered into in the ordinary course of business the primary subject matter of which does not relate to Taxes).

"**Third Party**" means any Person other than Parent or any of its Subsidiaries.

"**Title IV Plan**" means any Employee Plan that is subject to Title IV of ERISA.

"**Trade Secrets**" means any and all trade secrets, know-how and other confidential information in any jurisdiction, including formulae, concepts, methods, techniques, source code, documentation, inventions (whether or not patentable), procedures, processes (including manufacturing and production processes), algorithms, schematics, drawings, blueprints, manuals, specifications, prototypes, models, designs and business information (including customer lists and supplier lists, financial and marketing plans and pricing and cost information), in each case, that derives independent economic value, whether actual or potential, from not being known to other Persons.

"**Trading Day**" means a day on which Parent Shares are traded on the NASDAQ (or, if Parent Shares are not then listed on the NASDAQ, the principal U.S. national securities exchange on which Parent Shares are then listed).

"**Training Data**" means any and all data used to develop, train, refine, fine tune, test or improve the Company AI Products, including any data that was collected or generated using web scraping, web crawling or web harvesting software or other service that turns the unstructured data found on the Internet into machine readable, structured data that is ready for analysis.

"**Transaction Litigation**" means any Action or investigation by any Governmental Authority commenced or threatened against the Company or any of its Subsidiaries or Parent or any of their respective Affiliates (in each case, or their respective current or former directors or executive officers) or otherwise relating to, involving or affecting the Company or any of its Subsidiaries or Parent or any of their respective Affiliates (in each case, or their respective current or former directors or executive officers), in each case in connection with, arising from or otherwise relating to the transactions contemplated hereby, other than any Action solely among the parties related to this Agreement.

"**Transfer Tax**" means any transfer, documentary, sales, use, stamp, registration, recording, value-added, goods and services, conveyance, stock or share transfer, intangible property transfer, personal property transfer, gross receipts, duty, real property transfer and similar Taxes (together with any interest, penalties or additions in respect thereof, including any interest imposed on such penalties or additions) imposed on a holder of Company Shares by a Governmental Authority with respect to the transactions contemplated by this Agreement.

"**Trustee**" has the meaning set forth in the 2028 Indenture.

"**WARN**" means the Worker Adjustment and Retraining Notification Act and any similar, applicable foreign, state or local law.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
2028 Notes	4.05(a)
Adverse Recommendation Change	6.03(b)
Agreement	Preamble
Applicable Date	4.07(a)
Cash Consideration	2.02(e)
Certificates	2.03(a)(i)
Closing	2.01(b)
Closing Date	2.01(b)
Company	Preamble
Company 401(k) Plan	7.04(d)
Company Board	Recitals
Company Board Designee	3.03(b)
Company Board Recommendation	4.02(b)
Company Equity Award Consideration	2.04(c)
Company Insurance Policies	4.13
Company Meeting	4.09(a)
Company Preferred Stock	4.05(a)

Company PSU Consideration	2.04(c)
Company RSU Consideration	2.04(a)(i)
Company SEC Documents	4.07(a)
Company Securities	4.05(c)
Company Shares	2.02(a)
Company Subsidiary Securities	4.06(b)
Confidentiality Agreement	6.02(a)
Continuing Employee	7.04(b)
D&O Insurance	7.03(c)
Data Breach	4.16(h)
DGCL	Recitals
Effective Time	2.01(c)
Electronic Delivery	11.10
email	11.01
End Date	10.01(b)(i)
Excess Shares	2.06
Exchange Agent	2.03(a)
Exchange Ratio	2.02(a)
Exchange Ratio Reduction Number	2.02(e)
Final Purchase Date	2.04(f)
Foreign Plan	4.19(a)
Government Contract Bid	4.23(d)
Indemnified Person	7.03(a)(i)
Intended Tax Treatment	8.10(b)
Intervening Event	6.03(c)(ii)
IRS	4.19(a)
Leased Real Property	4.15(b)
Material Contract	4.22(b)
Measurement Date	4.05(a)
Material Customers	4.24
Material Reseller	4.24
Material Suppliers	4.24
Merger	Recitals
Merger Consideration	2.02(a)
Merger Sub	Preamble
Parent	Preamble
Parent Class B Shares	5.05(a)(ii)
Parent Preferred Shares	5.05(a)(iii)
Parent SEC Documents	5.07(a)
Parent Securities	5.05(b)
Parent Shares	2.02(a)
Parent Subsidiary Securities	5.06(b)
Proxy Statement/Prospectus	4.09(a)
Registered IP	4.16(a)(i)
Registration Statement	4.09(a)

Requisite Company Vote	4.02(a)
Rollover Option	4.27 2.04(b)
Rollover PSU Award	2.04(c)
Rollover Restricted Share	2.04(d)
Rollover RSU Award	2.04(a)(ii)
Sanctions	4.12(c)
Section 83(b) Election	2.04(d)
Service Provider Census	4.20(a)(ii)
Share Cap	2.02(e)
Superior Proposal	6.03(f)
Surviving Corporation	2.01(a)
Termination Fee	11.04(b)
Treasury Regulations	Recitals
Uncertificated Shares	2.03(a)(ii)
Voting Agreement	Recitals

Section 1.02. *Other Definitional and Interpretative Provisions*. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules (including the Company Disclosure Schedule and the Parent Disclosure Schedule) annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein; provided that, notwithstanding the foregoing or anything to the contrary in this Agreement, the Company Disclosure Schedule and the Parent Disclosure Schedule are "facts ascertainable" (as such term is used in Section 251(b) of the DGCL) and, pursuant to Section 268(b) of the DGCL, shall not be deemed to be part of this Agreement for purposes of any provision of the DGCL, but shall have the effects provided in this Agreement. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The word "or" will not be deemed to be exclusive. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including transmission via electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and, if applicable, to any rules, regulations or interpretations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof; provided that with respect to any agreement or contract listed on any schedule hereto (including the Company Disclosure Schedule and the Parent Disclosure Schedule), all such amendments, modifications, supplements, extensions or renewals must also be listed in the appropriate schedule. References to any Person include the successors and permitted assigns of that Person. References to a "party" or the "parties" means a party or the parties to this Agreement unless the context otherwise requires. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and each has been represented by counsel of its choosing and, in the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by such parties and no presumption or burden of proof will arise favoring or disfavoring any party due to the authorship of any provision of this Agreement. Unless otherwise specifically indicated, all references to "dollars" and "$" will be deemed references to the lawful money of the United States of America.

ARTICLE 2
THE MERGER

Section 2.01. *The Merger*. (a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), Merger Sub shall merge with and into the Company in accordance with the DGCL, whereupon the separate existence of Merger Sub shall cease and the Company shall be the surviving corporation as a wholly owned Subsidiary of Parent (the "**Surviving Corporation**").

(b) Subject to the provisions of Article 9, the closing of the Merger (the "**Closing**") shall take place through the electronic exchange of the applicable documents and signature pages at 6:00 a.m. Pacific time, using PDFs or electronic signatures, as soon as possible, but in any event no later than three Business Days after the date the conditions set forth in Article 9 (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of such conditions at the Closing) have been satisfied or, to the extent permissible, waived by the party or parties entitled to the benefit of such conditions, or at such other place, at such other time or on such other date as Parent and the Company may mutually agree (the date on which the Closing occurs, the "**Closing Date**").

(c) At the Closing, the Company and Merger Sub shall file a certificate of merger with the Secretary of State of the State of Delaware and make all other filings or recordings required by the DGCL in connection with the Merger. The Merger shall become effective at such time (the "**Effective Time**") as the certificate of merger is duly filed with the Delaware Secretary of State (or at such later time as may be specified in the certificate of merger).

(d) From and after the Effective Time, the Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Company and Merger Sub, all as provided under the DGCL.

Section 2.02. *Conversion of Shares*. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of Company Shares (as defined below) or any holder of common stock of Merger Sub:

(a) Except as otherwise provided in Section 2.02(b), Section 2.02(d), Section 2.02(e), Section 2.03 or Section 2.04(d), each share of common stock of the Company, par value $0.001 per share (each a "**Company Share**" and collectively, the "**Company Shares**"), outstanding immediately prior to the Effective Time shall be converted into the right to receive 1.135 shares (the "**Exchange Ratio**") of Class A common stock of Parent, par value $0.0005 per share (each a "**Parent Share**" and collectively, the "**Parent Shares**") (together with, but without duplication, any cash in lieu of fractional Parent Shares as specified in Section 2.06, and any Cash Consideration as contemplated by Section 2.02(e), the "**Merger Consideration**"). As of the Effective Time, all such Company Shares shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and shall thereafter represent only the right to receive the Merger Consideration and the right to receive any dividends or other distributions pursuant to Section 2.03(f), in each case, to be issued or paid in accordance with Section 2.03, without interest and subject to any withholding of Taxes required by Applicable Law in accordance with Section 2.07.

(b) Each Company Share held by the Company as treasury stock (other than Company Shares subject to or issuable in connection with an Employee Plan of the Company) or owned by Parent or Merger Sub immediately prior to the Effective Time shall be canceled, and no payment shall be made with respect thereto.

(c) The common stock of Merger Sub outstanding immediately prior to the Effective Time shall collectively be converted into and become one share of common stock of the Surviving Corporation.

(d) Each Company Share held by any Subsidiary of either the Company or Parent (other than the Merger Sub) immediately prior to the Effective Time shall be converted into such number of shares of stock of the Surviving Corporation such that each such Subsidiary owns the same percentage of the outstanding capital stock of the Surviving Corporation immediately following the Effective Time as such Subsidiary owned in the Company immediately prior to the Effective Time.

(e) Notwithstanding anything to the contrary herein, if the transactions contemplated hereby would otherwise result in the issuance, or potential issuance, of Parent Shares in excess of an amount equal to 1 share less than 20.0% of the Parent Shares outstanding immediately prior to the issuance, in each case determined in accordance with the rules and guidance of NASDAQ (the "**Share Cap**"), (i) the Exchange Ratio shall be automatically reduced by the smallest number (rounded to the nearest 0.0001) that causes the total number of Parent Shares issuable in the transactions contemplated hereby to not exceed the Share Cap (the amount of the reduction of such ratio, the "**Exchange Ratio Reduction Number**") and (ii) Parent shall, in lieu of issuing such excess Parent Shares, with respect to each Company Share, pay cash in an amount equal to (x) the Exchange Ratio Reduction Number multiplied by (y) the Parent Share Price (such amount, the "**Cash Consideration**").

Section 2.03. *Surrender and Payment*. (a) Prior to the Effective Time, Parent shall appoint a nationally recognized financial institution reasonably acceptable to Parent and the Company (the "**Exchange Agent**") for the purpose of exchanging for the Merger Consideration (i) certificates representing Company Shares (the "**Certificates**") or (ii) uncertificated Company Shares (the "**Uncertificated Shares**"). The Exchange Agent agreement pursuant to which Parent shall appoint the Exchange Agent shall be in form and substance reasonably acceptable to the Company and Parent. At or prior to the Effective Time, Parent shall deposit with, or otherwise make available to, the Exchange Agent the Merger Consideration to be paid in respect of the Certificates and the Uncertificated Shares and the Company Equity Award Consideration in respect of the Non-Employee Holders (and, if determined by Parent pursuant to Section 2.04(e), all or a portion of the Company Equity Award Consideration to all or a portion of the Employee Holders). Parent agrees to make available to the Exchange Agent, from time to time as needed, any dividends or distributions to which such holder is entitled pursuant to Section 2.03(f). Promptly after the Effective Time (and in any event within two Business Days thereafter), Parent shall send, or shall cause the Exchange Agent to send, to each holder of Company Shares at the Effective Time, a letter of transmittal and instructions in customary form and reasonably acceptable to the Company (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Certificates (or affidavits of loss in lieu thereof) or transfer of the Uncertificated Shares to the Exchange Agent and shall include customary provisions with respect to delivery of an "agent's message" regarding book-entry transfer of Uncertificated Shares) for use in such exchange. Such letter of transmittal shall be in the form and have such provisions as Parent and the Company may reasonably agree.

(b) Each holder of Company Shares that have been converted into the right to receive the Merger Consideration shall be entitled to receive, upon (i) surrender to the Exchange Agent of a Certificate, together with a properly completed letter of transmittal, or (ii) receipt of an "agent's message" by the Exchange Agent (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request) in the case of a book-entry transfer of Uncertificated Shares, the Merger Consideration payable for each such Company Share represented by such Certificate or for each such Uncertificated Share. The Parent Shares constituting part of such Merger Consideration, at Parent's option, shall be in uncertificated book-entry form, unless a physical certificate is required under Applicable Law. Until so surrendered or transferred, as the case may be, each such Certificate or Uncertificated Share shall represent after the Effective Time for all purposes only the right to receive the Merger Consideration and the right to receive any dividends or other distributions pursuant to Section 2.03(f). At the time set forth in Section 2.04(e), each Non-Employee Holder shall be entitled to receive such Non-Employee Holder's Company Equity Award Consideration and, if determined by Parent pursuant to Section 2.04(e), all or a portion of the Company Equity Award Consideration payable to all or a portion of the Employee Holders shall be paid pursuant to this Section 2.03. No interest shall be paid or shall accrue on any cash payable upon surrender of any Company Shares or upon the Company Equity Award Consideration.

(c) If any portion of the Merger Consideration is to be paid to a Person other than the Person in whose name the surrendered Certificate or the transferred Uncertificated Share is registered, it shall be a condition to such payment that (i) either such Certificate shall be properly endorsed or shall otherwise be in proper form for transfer or such Uncertificated Share shall be properly transferred and (ii) the Person requesting such payment shall pay to the Exchange Agent any Transfer Taxes required as a result of such payment to a Person other than the registered holder of such Certificate or Uncertificated Share or establish to the satisfaction of the Exchange Agent and Parent that such Transfer Tax has been paid or is not payable. The payment of any such Transfer Taxes described in 2.03(c)(ii) and incurred solely by a holder of Company Shares in connection with the Merger and any other transactions contemplated hereby, and the filing of any related Tax Returns, shall be the sole responsibility of such holder.

(d) After the Effective Time, there shall be no further registration of transfers of Company Shares. If, after the Effective Time, Certificates or Uncertificated Shares are presented to Parent, the Surviving Corporation or the Exchange Agent, they shall be canceled and exchanged for the Merger Consideration provided for, and in accordance with the procedures set forth, in this Article 2.

(e) Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 2.03(a) (and any interest or other income earned thereon) that remains unclaimed by the holders of Company Shares that have been converted into the right to receive the Merger Consideration six months after the Effective Time shall be returned to Parent, upon demand, and any such holder who has not exchanged such Company Shares for the Merger Consideration in accordance with this Section 2.03 prior to that time shall thereafter look only to Parent for, and Parent shall remain liable for, payment of the Merger Consideration and any dividends and distributions with respect thereto pursuant to Section 2.03(f), in respect of such Company Shares without any interest thereon and subject to any withholding of Taxes required by Applicable Law under Section 2.07, in accordance with this Section 2.03(e). Notwithstanding the foregoing, Parent shall not be liable to any holder of Company Shares for any amount properly paid to a public official pursuant to applicable abandoned property, escheat or similar laws. Any amounts remaining unclaimed by holders of Company Shares that have been converted into the right to receive the Merger Consideration two years after the Effective Time (or such earlier date immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Authority) shall become, to the extent permitted by Applicable Law, the property of Parent free and clear of any claims or interest of any Person previously entitled thereto.

(f) No dividends or other distributions with respect to securities of Parent constituting part of the Merger Consideration, and no cash payment in lieu of fractional shares as provided in Section 2.06, shall be paid to the holder of any Certificates not surrendered or of any Uncertificated Shares not transferred until such Certificates or Uncertificated Shares are surrendered or transferred, as the case may be, as provided in this Section 2.03. Following such surrender or transfer, there shall be paid, without interest, to the Person in whose name the securities of Parent have been registered, the amount of any cash payable in lieu of fractional shares to which such Person is entitled pursuant to Section 2.06 and, at the time of such surrender or transfer, the amount of all dividends or other distributions with a record date after the Effective Time previously paid or payable on the date of such surrender or transfer with respect to such securities.

Section 2.04. *Treatment of Company Equity Awards and ESPP.* At or immediately prior to the Effective Time, without any action on the part of Parent, Merger Sub, the Company or the holder thereof, (i) the portion of each Company RSU that is vested (or that will automatically vest by its terms solely as a result of the consummation of the transactions contemplated by this Agreement) and outstanding as of immediately prior to the Effective Time, and each Company RSU held by a Non-Employee Holder that is outstanding (whether vested or unvested) as of immediately prior to the Effective Time, shall be canceled and converted into the right to receive, the Merger Consideration in respect of the total number of Company Shares subject to such Company RSU (the "**Company RSU Consideration**") and (ii) the portion of each Company RSU that is held by an Employee Holder and unvested and outstanding as of immediately prior to the Effective Time (each, a "**Rollover RSU Award**") shall be canceled and converted into a restricted stock unit award with respect to a number of Parent Shares equal to the product obtained by multiplying (x) the number of Company Shares underlying such Rollover RSU Award as of immediately prior to the Effective Time by (y) the Exchange Ratio, and the contractual obligations in respect of each such converted Rollover RSU Award shall be expressly assumed by Parent, and each Rollover RSU Award shall otherwise be subject to substantially the same terms and conditions (including, for the avoidance of doubt, any vesting and forfeiture and vesting acceleration conditions) as were applicable to the corresponding Company RSU prior to the Effective Time. The payment of the Company RSU Consideration shall be subject to withholding for all Taxes required by Applicable Law.

(b) At or immediately prior to the Effective Time, the portion of each Company Option, whether vested or unvested, that is outstanding as of immediately prior to the Effective Time shall, without any action on the part of Parent, Merger Sub, the Company or the holder thereof, be canceled and converted into a stock option (x) with respect to a number of Parent Shares equal to the product obtained by multiplying (A) the number of Company Shares underlying such Company Option as of immediately prior to the Effective Time by (B) the Exchange Ratio (rounded down to the nearest whole share) and (y) with a per share exercise price determined by dividing (A) the per share exercise price applicable to such Company Option by (B) the Exchange Ratio (rounded up to the nearest penny) (each, a "**Rollover Option**"), and each Rollover Option shall otherwise be subject to substantially the same terms and conditions (including, for the avoidance of doubt, any vesting and forfeiture and vesting acceleration conditions) as were applicable to the corresponding Company Option prior to the Effective Time.

(c) At or immediately prior to the Effective Time, without any action on the part of Parent, Merger Sub, the Company or the holder thereof, (i) the portion of each Company Performance Unit that is vested (or that will automatically vest by its terms solely as a result of the consummation of the transactions contemplated by this Agreement, with the number of Company Shares subject thereto determined in accordance with the applicable Equity Plan and Company Performance Unit award agreement as in effect on the date of this Agreement) and outstanding as of immediately prior to the Effective Time shall be canceled and converted into the right to receive the Merger Consideration in respect of the total number of Company Shares subject to such vested portion (the "**Company PSU Consideration**", and together with the Company RSU Consideration, the "**Company Equity Award Consideration**") and (ii) the remaining portion of each Company Performance Unit that is outstanding as of immediately prior to the Effective Time shall be canceled and converted into a time-based restricted stock unit award with respect to a number of Parent Shares equal to the product obtained by multiplying (x) the number of Company Shares underlying such remaining portion of such Company Performance Unit as determined in accordance with the applicable Equity Plan and Company Performance Unit award agreement by (y) the Exchange Ratio (a "**Rollover PSU Award**"), and the contractual obligations in respect of each such converted Rollover PSU Award shall be expressly assumed by Parent, and each Rollover PSU Award shall otherwise be subject to substantially the same terms and conditions (including, for the avoidance of doubt, any service-based vesting and forfeiture and vesting acceleration conditions) as were applicable to the corresponding Company Performance Unit prior to the Effective Time. The payment of the Company PSU Consideration shall be subject to withholding for all Taxes required by Applicable Law in accordance with Section 2.07.

(d) At the Effective Time, without any action on the part of Parent, Merger Sub, the Company or the holder thereof, each Company Restricted Share that is outstanding as of immediately prior to the Effective Time shall be converted into the right to receive the Merger Consideration in accordance with Section 2.02(a); *provided* that the Parent Shares (and any cash in lieu of fractional Parent Shares) issuable in respect of each such Company Restricted Share (each, a "**Rollover Restricted Share**") shall be subject to substantially the same terms and conditions (including vesting, vesting acceleration, forfeiture, repurchase and transfer restrictions) as were applicable to such Company Restricted Share immediately prior to the Effective Time, and the contractual obligations in respect of each Company Restricted Share shall be expressly assumed by Parent. Rollover Restricted Shares shall be held in book-entry form (or by the Exchange Agent or such other agent as Parent may designate) with appropriate restrictive notations until the applicable restrictions lapse. The Company shall not take any action to accelerate the vesting of, or waive any restriction applicable to, any Company Restricted Share, except as required by the terms thereof as in effect on the date of this Agreement and set forth in Section 4.05(a) of the Company Disclosure Schedule. Parent, the Surviving Corporation and the Exchange Agent shall be entitled to deduct and withhold from any Rollover Restricted Share, upon vesting or otherwise, all Taxes required by Applicable Law in accordance with Section 2.07. To the extent a holder (i) has timely filed an election under Section 83(b) of the Code (a "**Section 83(b) Election**") in respect of a Company Restricted Share and (ii) timely files a Section 83(b) Election in respect of the Rollover Restricted Share received in exchange for such Company Restricted Shares, the parties hereto shall treat the receipt of such Rollover Restricted Share by such holder in a manner consistent with Revenue Ruling 2007-49, 2007-2 C.B. 237 (Situation 2) for all U.S. federal and applicable state and local income Tax purposes and shall report consistently therewith on all Tax Returns, unless otherwise required by a Governmental Authority pursuant to an audit defended in good faith

(e) As promptly as practicable and, in any event, no later than thirty (30) days following the Effective Time (or, with respect to any Company RSUs and/or Company Performance Units that constitute nonqualified deferred compensation subject to (and within the meaning of) Section 409A of the Code, at the earliest practicable time permitted under the applicable Employee Plan or Section 409A of the Code that will not trigger a Tax or penalty under Section 409A of the Code), Parent shall pay or cause to be paid to the applicable holders of Company RSUs and/or Company Performance Units all Company Equity Award Consideration. Notwithstanding the foregoing, in the case of any payment owed to a Non-Employee Holder, the applicable payments shall be made through the Exchange Agent pursuant to Section 2.03, and Parent, in its sole discretion, shall be permitted to determine to pay all or any portion of the Company Equity Award Consideration to all or a portion of the Employee Holders through the Exchange Agent pursuant to Section 2.03.

(f) As soon as practicable following the date of this Agreement and, in any event, no more than ten days following the date of this Agreement, the Company Board shall adopt resolutions or take all other actions as may be required to provide that: (i) no new participants will commence participation in the ESPP after the date of this Agreement; (ii) no participant in the ESPP shall be allowed to increase his or her payroll contribution rate in effect as of the date of this Agreement or make separate non-payroll contributions following the date of this Agreement; (iii) no new "Offering Period" (as defined in the ESPP) shall commence or be extended pursuant to the ESPP, and no Offering Period shall be reset, rolled over or otherwise restarted (including pursuant to any automatic reset, rollover or re-enrollment feature of the ESPP), in each case, after the date of this Agreement and (iv) notwithstanding anything to the contrary in this Section 2.04(f), the total number of Company Shares purchased pursuant to the ESPP after the date of this Agreement and prior to the Closing shall not exceed 706,772 Company Shares in the aggregate. Subject to the foregoing, each Offering Period and Purchase Period in effect on the date of this Agreement shall continue in accordance with the terms of the ESPP, and purchases of Company Shares shall occur on each scheduled purchase date that occurs prior to the Final Purchase Date (as defined below). With respect to each Offering Period and Purchase Period that would otherwise be in effect on the Closing Date, the Company shall take action to provide that such Offering Period and Purchase Period shall end on a date that is no later than five Business Days prior to the anticipated Closing Date (or such other date as Parent may agree in writing) (the "**Final Purchase Date**"), and the Company shall apply the funds credited as of the Final Purchase Date under the ESPP to each participant's payroll withholding account under the ESPP to the purchase of whole Company Shares in accordance with the terms of the ESPP, which Company Shares shall be converted into the right to receive the Merger Consideration in accordance with Section 2.02(a) and shall be paid through the Exchange Agent pursuant to Section 2.03. The Company shall provide written notice to each participant in the ESPP, prior to the Final Purchase Date, describing the changes contemplated by this Section 2.04(f), including the Final Purchase Date. Any amounts remaining in a participant's account after the purchase of whole Company Shares on the Final Purchase Date shall be refunded to such participant, without interest, as promptly as practicable thereafter. The Company shall take all action to terminate the ESPP no later than immediately prior to and effective as of the Effective Time (but subject to the consummation of the Merger).

(g) At or prior to the Effective Time (i) the Company, the Company Board and its compensation committee, as applicable, shall (A) adopt any resolutions and take any actions that are necessary or appropriate to effectuate the provisions of this Section 2.04, and (B) if requested by Parent, take all actions necessary to amend the Equity Plans in order for the Rollover RSU Awards, Rollover PSU Awards, Rollover Options and the Rollover Restricted Shares to remain outstanding under the applicable Equity Plan following the Effective Time and to limit the number of Company Shares available under the Zscaler, Inc. Amended and Restated FY2018 Equity Incentive Plan (as amended and restated) (including with respect to Company RSUs, Company Performance Units, Company Options and Company Restricted Shares outstanding as of the date of this Agreement) as instructed by Parent and (ii) Parent shall take all corporate actions that are necessary for the assumption (which may be, at Parent's election, in whole or in part, under a Parent equity plan or the Zscaler, Inc. Amended and Restated FY2018 Equity Incentive Plan (as amended and restated)) of the Rollover RSU Awards, Rollover PSU Awards, Rollover Options and the Rollover Restricted Shares pursuant to Section 2.04, including, if necessary, the reservation, issuance and listing of Parent Shares as necessary to effect the transactions contemplated by this Section 2.04. As soon as practicable following the Effective Time, Parent shall either (i) file with the SEC a post-effective amendment to the Registration Statement or a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the Parent Shares underlying such converted Rollover RSU Awards, Rollover PSU Awards, Rollover Options and the Rollover Restricted Shares or (ii) assume such converted Rollover RSU Awards, Rollover PSU Awards, Rollover Options and Rollover Restricted Shares under an existing Parent equity incentive plan with respect to which a registration statement on Form S-8 (or any successor or other appropriate form) is currently effective.

Section 2.05. *Adjustments*. If, during the period between the date of this Agreement and the Effective Time, the outstanding capital stock of the Company or Parent shall have been changed into a different number of shares or a different class by reason of any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, respectively, or any stock dividend thereon with a record date during such period, or any other similar event, but excluding any change that results from (a) the exercise of stock options or other equity awards to purchase Company Shares or Parent Shares (as set forth in Section 4.05 and Section 5.05, respectively), (b) the settlement of any other equity awards to purchase or otherwise acquire Company Shares or Parent Shares or (c) the grant of stock-based compensation to directors or employees of Parent or (other than any such grants not made in accordance with the terms of this Agreement) the Company under Parent's or the Company's, as applicable, stock option or compensation plans or arrangements, the Merger Consideration and any other amounts payable pursuant to this Agreement, as applicable, shall be appropriately and proportionately adjusted; provided that, notwithstanding anything to the contrary in this Section 2.05, no adjustment shall be made in the event of the issuance of Parent Shares pursuant to a direct investment plan of Parent, in connection with the issuance of Parent Shares as consideration in a transaction where Parent is the surviving corporation or in connection with any offering of Parent Shares where Parent receives consideration in exchange for the Parent Shares so offered. Nothing in this Section 2.05 shall be construed to permit any party to take any action that is otherwise prohibited or restricted by any other provision of this Agreement.

Section 2.06. *Fractional Shares*. Notwithstanding any other provision of this Agreement, each holder of Company Shares whose Company Shares were validly converted into the right to receive Parent Shares and who would otherwise have been entitled to receive a fraction of a Parent Share (after aggregating all Company Shares represented by the Certificates and Uncertificated Shares delivered by such holder) shall receive from the Exchange Agent, in lieu thereof, cash (without interest) in an amount representing such holder's proportionate interest in the net proceeds from the aggregation and sale by the Exchange Agent for the account of all such holders of fractional Parent Shares which would otherwise be issued (the "**Excess Shares**"). The sale of the Excess Shares by the Exchange Agent shall be executed on the NASDAQ within ten Business Days after the Effective Time (or such shorter period as may be required by Applicable Law) and shall be executed in round lots to the extent practicable. The proceeds resulting from the sale of the Excess Shares shall be free of commission, Transfer Taxes and other out-of-pocket transaction costs. The net proceeds of such sale will be distributed to the holders of Company Shares entitled to receive a fraction of a Parent Share (after aggregating all Company Shares represented by the Certificates and Uncertificated Shares delivered by such holder) with each such holder receiving an amount of such proceeds proportionate to the amount of fractional interests which such holder would otherwise have been entitled to receive. The parties hereto acknowledge that payment of cash in lieu of issuing fractional Parent Shares was not separately bargained-for consideration but merely represents mechanical rounding off for purposes of avoiding the expense and inconvenience to Parent that would otherwise be caused by the issuance of fractional Parent Shares.

Section 2.07. *Withholding Rights*. Notwithstanding any provision contained herein to the contrary, each of the Exchange Agent, Parent, the Company, Merger Sub and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts it is required to deduct and withhold with respect to the making of such payment under the Code, under any Tax law or pursuant to any other Applicable Law. If the Exchange Agent, Parent, the Company, Merger Sub or the Surviving Corporation, as the case may be, so deducts or withholds amounts, such amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made.

Section 2.08. *Lost Certificates*. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such Person of a bond, in such reasonable amount as the Surviving Corporation may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall pay the Merger Consideration to be paid in respect of the Company Shares represented by such Certificate, any cash in lieu of fractional Parent Shares and any dividends or distributions with respect thereto pursuant to Section 2.03(f), as contemplated by this Article 2.

ARTICLE 3
THE SURVIVING CORPORATION

Section 3.01. *Certificate of Incorporation*. At the Effective Time, the certificate of incorporation of the Surviving Corporation shall be amended and restated as set forth in Exhibit A and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation until further amended in accordance with Applicable Law.

Section 3.02. *Bylaws*. At the Effective Time, the bylaws of the Surviving Corporation shall be amended and restated as set forth in Exhibit B and, as so amended and restated, shall be the bylaws of the Surviving Corporation until further amended in accordance with Applicable Law.

Section 3.03. *Directors and Officers*.

(a) From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with Applicable Law, the directors of Merger Sub at the Effective Time shall be the directors of the Surviving Corporation and the officers of Merger Sub at the Effective Time shall be the officers of the Surviving Corporation. Prior to the Closing Date, unless otherwise directed by Parent, the Company shall use reasonable best efforts to procure resignation letters (in form and substance reasonably satisfactory to Parent) of each individual serving as a member of the Company Board, the board of directors of any Subsidiary of the Company or any committee of the Company Board or the board of directors of any Subsidiary of the Company, in each case, solely in such individual's capacity as a member of the Company Board, the board of directors of any Subsidiary of the Company, any committee of the Company Board or the board of directors of any Subsidiary of the Company, and in each case conditioned upon and effective as of the Closing, and shall deliver, or cause to be delivered, to Parent such procured resignation letters at or prior to the Closing.

(b) Prior to the Closing Date, the Company shall designate Jay Chaudhry to join the Parent Board as a Class I director (the "**Company Board Designee**"), unless such person is unable or unwilling to serve, in which case, the Company Board Designee shall be mutually agreed between the Company and Parent and who shall be selected from among the members of the Company Board as of the date of this Agreement; *provided* that such Company Board Designee shall meet the criteria for service on the Parent Board under Applicable Law (including NASDAQ rules), and any bona fide criteria established prior to the date hereof by the Parent Board or the Nominating and Corporate Governance Committee of the Parent Board for such service that are generally applicable to members of the Parent Board. Prior to the Closing, Parent shall take all necessary actions to cause the Company Board Designee to be appointed to the Parent Board effective as of immediately following the Effective Time, including by increasing the size of the Parent Board as may be necessary in connection therewith. The Company Board Designee shall hold office until the earliest to occur of the appointment or election and qualification of his or her successor or his or her death, resignation, disqualification or proper removal as a member of Parent Board in accordance with Parent's certificate of incorporation and bylaws.

ARTICLE 4
Representations and Warranties of the Company

Subject to Section 11.05, except (x) as disclosed in any Company SEC Document filed with or furnished to the SEC and publicly available between January 1, 2024 and 24 hours prior to the date of this Agreement (but excluding any general cautionary or forward-looking statements contained in the "Risk Factors" section or "Forward-Looking Statements" and any other statements that are similarly cautionary, predictive or forward-looking in nature, in each case other than any description of historical facts or events included therein); *provided* that this clause (x) shall not apply to the representations and warranties set forth in Sections 4.01, 4.02, 4.05, 4.06(b), 4.27 and 4.28 or (y) as set forth in the Company Disclosure Schedule, the Company represents and warrants to Parent and Merger Sub that:

Section 4.01. *Corporate Existence and Power*. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company has all corporate powers required to carry on its business as now conducted, other than as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the conduct of its business in such jurisdiction as currently conducted requires such qualification, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has made available to Parent (or included as an exhibit to the Company SEC Documents made available to Parent) complete and correct copies of the organizational documents of the Company and each Subsidiary of the Company that is listed in the Company 10-K, and each as so made available is in full force and effect. The Company is not in breach of its certificate of incorporation or bylaws in any material respect.

Section 4.02. *Corporate Authorization*. (a) The Company has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Merger, except for the required approval of the holders of at least a majority of the outstanding Company Shares entitled to vote in connection with the adoption and approval of this Agreement and the transactions contemplated hereby, including the Merger, in accordance with Applicable Law and the Company's certificate of incorporation (the "**Requisite Company Vote**"). The Requisite Company Vote is the only vote of the holders of any of the capital stock of the Company or the capital stock of any of its Subsidiaries (including any Company Securities or Company Subsidiary Securities) necessary in connection with consummation of the Merger. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby, subject to obtaining the Requisite Company Vote at the Company Meeting are within the Company's corporate powers and have been duly authorized by all necessary corporate action on the part of the Company. The Company has duly executed and delivered this Agreement, and, assuming due authorization, execution and delivery by each of Parent and Merger Sub, this Agreement constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and general principles of equity).

(b) At a meeting duly called and held, the Company Board has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of the Company and its stockholders, (ii) approved, adopted and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, in accordance with the requirements of the DGCL and (iii) resolved, subject to Section 6.03(c), to recommend approval and adoption of this Agreement by the stockholders of the Company (such recommendation, the "**Company Board Recommendation**"). As of the date of this Agreement, the foregoing determinations and resolutions have not been rescinded, modified or withdrawn in any way.

Section 4.03. *Governmental Authorization*. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby require no action by or in respect of, or filing by or on behalf of the Company with, any Governmental Authority, other than (a) the filing of a certificate of merger with respect to the Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business, (b) compliance with any applicable requirements of the HSR Act and the Antitrust Laws or FDI Laws of the jurisdictions listed on Section 9.01(c) of the Parent Disclosure Schedule; (c) compliance with any applicable requirements of the NASDAQ, the 1933 Act, the 1934 Act and any other applicable state or federal securities laws, including the filing with the SEC of the Proxy Statement/Prospectus relating to the matters to be submitted to the stockholders of the Company at the Company Meeting, (d) any of the actions or filings set forth on Section 4.03 of the Company Disclosure Schedule and (e) any actions or filings the absence of which has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.04. *Non-contravention*. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Company, (b) contravene, conflict with or result in a violation or breach of any provision of (1) the organizational documents of any Subsidiary of the Company or (2) assuming compliance with the matters referred to in Section 4.03, any Applicable Law, (c) assuming compliance with Section 8.11 and the matters referred to in Section 4.03, require payment or notice to, or any consent or other action by any Person under, constitute a breach or default, or an event that, with or without notice or lapse of time or both, would constitute a violation or breach of, or give rise to any right of termination, suspension, cancellation, acceleration, payment or any other change of any rights or obligations of the Company or any of its Subsidiaries or the loss of any benefit to which the Company or any of its Subsidiaries is entitled under any provision of any Contract binding on the Company or any of its Subsidiaries or any Permit affecting, or relating to, the assets or business of the Company or its Subsidiaries or (d) result in the creation or imposition of any Lien (other than Permitted Liens) on any asset of the Company or any of its Subsidiaries except, in the case of each of clauses (b) through (d), as have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.05. *Capitalization*. (a) The authorized capital stock of the Company consists of 1,000,000,000 Company Shares and 200,000,000 shares of preferred stock, par value $0.001 per share (the "**Company Preferred Stock**"). As of November 19, 2026 (the "**Measurement Date**"), there were outstanding (i) 164,128,422 Company Shares and (ii) no shares of Company Preferred Stock. As of the Measurement Date, there were 43,064,017 Company Shares reserved and still available for issuance under the Equity Plans, of which there were outstanding awards with respect to 11,800,990 Company Shares subject to issuance upon vesting of Company RSUs, 123,959 Company Shares subject to issuance upon exercise of Company Options and 1,118,329 Company Shares subject to issuance upon vesting of Company Performance Units (assuming achievement of applicable performance objectives at the target level of performance). As of the Measurement Date, 476,069 Company Shares outstanding were Company Restricted Shares. As of the Measurement Date, 10,671,706 Company Shares are reserved under the ESPP, and the aggregate amount of accumulated participant contributions under the ESPP was $23,947,508.33.

(b) As of the Measurement Date, up to 5,494,642 Company Shares were reserved for issuance upon conversion of the $1,725,000,000 aggregate outstanding amount of the Company's 0.00% Convertible Senior Notes due 2028 (the "**2028 Notes**"), based on a maximum conversion rate equal to 3.1853 Company Shares per $1,000 principal amount, subject to adjustment as provided in the 2028 Indenture, to the extent converted in accordance with their terms and giving effect to the transactions contemplated hereby. As of the Measurement Date, the Conversion Rate (as defined in the 2028 Indenture), and, for the avoidance of doubt, without giving effect to any make-whole adjustment, payment or premium pursuant thereto, is 2.2752 Company Shares per $1,000 principal amount of 2028 Notes. All outstanding shares of capital stock of the Company have been, and all shares that are reserved for issuance pursuant to any employee stock option or other compensation plan or arrangement will be, when issued in accordance with the respective terms thereof, duly authorized and validly issued, fully paid and nonassessable, and free of preemptive rights. Section 4.05(a) of the Company Disclosure Schedule sets forth as of the Measurement Date, for each equity award, the holder, type of award, grant date, number of shares, vesting schedule (including any acceleration provisions), whether the holder is an Employee Holder or a Non-Employee Holder, and, if applicable, exercise price and expiration date.

(c) Except for the 2028 Notes, there are no outstanding bonds, debentures, notes or other Indebtedness of the Company having the right to vote (or convertible into, or exchangeable or exercisable for, securities having the right to vote) on any matters on which stockholders of the Company may vote. Except as set forth in Section 4.05(a) of the Company Disclosure Schedule and for changes since the Measurement Date resulting from the issuance of Company Shares pursuant to the settlement of Company RSUs and Company Performance Units, or the exercise of Company Options or the conversion of 2028 Notes, in each case outstanding on such date in accordance with the terms thereof on such date, there are no issued, reserved for issuance or outstanding (i) shares of capital stock or other voting securities of or ownership interests in the Company, (ii) securities of the Company convertible into or exchangeable or exercisable for shares of capital stock or other voting securities of or ownership interests in the Company, (iii) warrants, calls, options, subscriptions, commitments, Contracts or other rights to acquire from the Company, or other obligation of the Company to issue, any capital stock or other voting securities of, or ownership interests in, or any securities convertible into or exchangeable or exercisable for capital stock or other voting securities of or ownership interests in, the Company or (iv) restricted shares, restricted stock units, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights, in each case issued or granted by the Company or any of its Subsidiaries, that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of, or ownership interests in, the Company (the items in clauses (i) through (iv), including, for the avoidance of doubt, the Company Shares, being referred to collectively as the "**Company Securities**"). Other than the 2028 Notes and 2028 Capped Calls, there are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Securities. Neither the Company nor any of its Subsidiaries is a party to any voting agreement with respect to the voting, registration or transfer of any Company Securities. Since the Company Balance Sheet Date, neither the Company nor any of its Subsidiaries has declared, set aside or paid any dividends on, or made any other distributions (whether in cash, stock, property or otherwise) in respect of, any capital stock of such Person (other than cash dividends and distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent).

(d) None of (i) the Company Shares or (ii) any Company Securities are owned by any Subsidiary of the Company.

Section 4.06. *Subsidiaries*. (a) Each Subsidiary of the Company is an entity duly incorporated or otherwise duly organized and validly existing and (where applicable) in good standing under the laws of its jurisdiction of incorporation or organization. Each Subsidiary of the Company has all organizational powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted, other than where the failure to be so organized or to have such power has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each such Subsidiary is duly qualified to do business as a foreign entity and is in good standing (with respect to jurisdictions that recognize such concept) in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Except as set forth in Section 4.06(a) of the Company Disclosure Schedule, all Subsidiaries of the Company as of the date hereof and their respective jurisdictions of organization are identified in the Company 10-K. There are no non-wholly owned Subsidiaries of the Company. None of the Subsidiaries of the Company is in violation of its organizational documents in any material respect.

(b) All of the outstanding capital stock or other voting securities of, or ownership interests in, each Subsidiary of the Company have been duly authorized and validly issued and are fully paid and nonassessable and not subject to any preemptive rights and are owned by the Company, directly or indirectly, free and clear of any Lien and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other voting securities or ownership interests). There are no issued, reserved for issuance or outstanding (i) securities of the Company or any of its Subsidiaries convertible into, or exchangeable or exercisable for, shares of capital stock or other voting securities of, or ownership interests in, any Subsidiary of the Company, (ii) warrants, calls, options, subscriptions, commitments, Contracts or other rights to acquire from the Company or any of its Subsidiaries, or other obligations of the Company or any of its Subsidiaries to issue, any capital stock or other voting securities of, or ownership interests in, or any securities convertible into, or exchangeable or exercisable for, any capital stock or other voting securities of, or ownership interests in, any Subsidiary of the Company or (iii) restricted shares, restricted stock units, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or other voting securities of, or ownership interests in, any Subsidiary of the Company (the items in clauses (i) through (iii) being referred to collectively as the "**Company Subsidiary Securities**"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Subsidiary Securities. Except for ownership interests in its Subsidiaries, the Company does not own, directly or indirectly, any capital stock or other voting securities of, or ownership interests in, any Person. The Company and its Subsidiaries have no obligation to acquire equity securities of, or make any capital contribution or investment in, any other Person.

Section 4.07. *SEC Filings and the Sarbanes-Oxley Act*. (a) Since January 1, 2024 (the "**Applicable Date**"), the Company has timely filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC by the Company (such reports, schedules, forms, statements, prospectuses, registration statements and other documents so filed or furnished since the Applicable Date, collectively, together with any exhibits and schedules thereto and other information incorporated therein, as they may have been supplemented, modified or amended since the date of filing, the "**Company SEC Documents**"). No Subsidiary of the Company is, and since the Applicable Date, no Subsidiary of the Company has been, required to file any reports, schedules, forms, statements or other documents with the SEC. As of the date of this Agreement, (i) there are no outstanding or unresolved written comments from the SEC with respect to the Company SEC Documents and (ii) to the Company's Knowledge, none of the Company SEC Documents filed on or prior to the date hereof is the subject of ongoing SEC review.

(b) As of its filing date (or, if amended, on the date of any such amendment), each Company SEC Document complied, and each Company SEC Document filed subsequent to the date hereof will comply, as to form in all material respects with the applicable requirements of the NASDAQ, the 1933 Act, the 1934 Act, the Sarbanes-Oxley Act and the rules and regulations of the SEC promulgated under the 1933 Act, the 1934 Act and the Sarbanes-Oxley Act, as the case may be.

(c) As of its filing date (or, if amended, on the date of any such amendment), each Company SEC Document filed pursuant to the 1934 Act did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Each Company SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the 1933 Act, as of the date such registration statement or amendment became effective, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) The Company has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the 1934 Act) as required by Rule 13a-15 or 15d-15, as applicable, under the 1934 Act. The Company's disclosure controls and procedures are reasonably designed to ensure that all material information required to be disclosed by the Company in the reports that it files or furnishes under the 1934 Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. The Company's internal control over financial reporting is in compliance with the applicable requirements of Section 404 of the Sarbanes-Oxley Act, and the Company's internal control over financial reporting is effective. Since the Applicable Date, neither the Company nor, to the Knowledge of the Company, the Company's independent registered accountant has identified or been made aware of (i) any significant deficiencies or material weaknesses in the design or operation of the Company's internal control over financial reporting that are reasonably expected to adversely affect the Company's ability to record, process, summarize or report financial information or (ii) any fraud, whether or not material, that involves the management or other employees of the Company who have a significant role in the Company's internal control over financial reporting. Since the Applicable Date, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no material concerns from Company Employees regarding questionable accounting or auditing matters, have been received by the Company. As of the date of this Agreement, there have not been, since the Applicable Date, any material complaints or concerns made through the Company's whistleblower hot line or equivalent system for receipt of employee concerns regarding possible violations of law, that remain outstanding or unresolved.

(f) There are no outstanding loans or other extensions of credit made by the Company or any of its Subsidiaries to any executive officer (as defined in Rule 3b-7 under the 1934 Act) or member of the Company Board. The Company has not, since the enactment of the Sarbanes-Oxley Act, taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(g) Since the Applicable Date, the Company has complied in all material respects with the applicable listing and corporate governance rules and regulations of the NASDAQ.

(h) Since the Applicable Date, each of the principal executive officer and principal financial officer of the Company (or each former principal executive officer and principal financial officer of the Company, as applicable) has made all certifications required by Rule 13a-14 and 15d-14 under the 1934 Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and the NASDAQ, and the statements contained in any such certifications are complete and correct as of their respective dates.

(i) Since the Applicable Date, there has been no transaction, or series of similar transactions, agreements, arrangements or understandings, nor is there any proposed transaction as of the date of this Agreement, or series of similar transactions, agreements, arrangements or understandings to which the Company or any of its Subsidiaries was or is to be a party, that would be required to be disclosed under Item 404 of Regulation S-K promulgated under the 1933 Act.

Section 4.08. *Financial Statements*. The audited consolidated financial statements (including any related notes and schedules) and unaudited consolidated interim financial statements (including any related notes and schedules) of the Company included or incorporated by reference in the Company SEC Documents (a) as of their respective dates of filing with the SEC complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto and (b) fairly present in all material respects, in conformity with GAAP applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and their consolidated results of operations, comprehensive loss and cash flows for the periods then ended (subject to normal year-end audit adjustments and the absence of footnotes in the case of any unaudited interim financial statements).

Section 4.09. *Disclosure Documents*. (a) The information supplied by the Company for inclusion or incorporation by reference in the registration statement on Form S-4 or any amendment or supplement thereto pursuant to which Parent Shares issuable as part of the Merger Consideration will be registered with the SEC (the "**Registration Statement**") shall not at the time the Registration Statement is declared effective by the SEC (or, with respect to any post-effective amendment or supplement, at the time such post-effective amendment or supplement becomes effective) contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The information supplied by the Company for inclusion in the proxy statement/prospectus, or any amendment or supplement thereto, to be sent to the Company stockholders in connection with the Merger and the other transactions contemplated by this Agreement (the "**Proxy Statement/Prospectus**") shall not, on the date the Proxy Statement/Prospectus, and any amendments or supplements thereto, is first mailed to the stockholders of the Company or at the time of a meeting of such stockholders for purpose of adopting this Agreement and approving the Merger (including any adjournment or postponement thereof, the "**Company Meeting**") or Requisite Company Vote contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The representations and warranties contained in this Section 4.09 will not apply to statements or omissions included or incorporated by reference in the Registration Statement or Proxy Statement/Prospectus based upon information supplied in writing by Parent, Merger Sub or any of their Representatives or advisors specifically for use or incorporation by reference therein.

Section 4.10. *Absence of Certain Changes*. Since the Company Balance Sheet Date through the date of this Agreement, (a) the business of the Company and its Subsidiaries has been conducted in the ordinary course of business in all material respects, (b) there has not been any Effect that has had a Company Material Adverse Effect and (c) none of the Company or any of its Subsidiaries has taken or agreed or omitted to take any action that, if taken or omitted during the period from the date of this Agreement through the Effective Time without Parent's consent, would constitute a breach of subsections (a), (b), (c), (f), (g) (solely with respect to the Company and not any of its Subsidiaries for this clause (g)), (j), (k), (n), (o), (p), (q), (t) and, as it relates to the foregoing, (u) of Section 6.01.

Section 4.11. *No Undisclosed Material Liabilities*. There are no liabilities or obligations of the Company or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, known or unknown, determined, determinable, due or to become due or otherwise, and there is no existing condition, situation or set of circumstances that could reasonably be expected to result in such a liability or obligation, other than: (a) liabilities or obligations disclosed and provided for in the Company Balance Sheet or in the notes thereto; (b) liabilities or obligations incurred in the ordinary course of business since the Company Balance Sheet Date (but excluding violations of law or regulation, compliance matters, internal investigations, breaches of Contracts or Permits, torts or infringement); (c) liabilities incurred in connection with the Merger; and (d) liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.12. *Compliance with Laws, Permits and Court Orders*. (a) The Company and each of its Subsidiaries is, and, since the Applicable Date, has been, in compliance with, is not, to the Knowledge of the Company, under investigation with respect to, and has not been threatened in writing to be charged with or given notice of any violation of, any Applicable Law, except for failures to comply or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. There is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against the Company or any of its Subsidiaries: (i) that has or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect; or (ii) that is outstanding as of the date hereof and that in any manner seeks to prevent, enjoin, alter or materially delay the Merger or any of the other transactions contemplated hereby.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and each of its Subsidiaries has all Permits necessary to carry on its business as now conducted and, to the Knowledge of the Company, each Permit reasonably anticipated to be required for the future development, design, construction, ownership or operation of any projects, properties or assets in development by the Company and its Subsidiaries will be obtained in due course and without material unanticipated cost or material adverse conditions prior to the time the same is required to be obtained under Applicable Laws, (ii) the Company and each of its Subsidiaries is in compliance with the terms and requirements of such Permits, (iii) such Permits are in full force and effect and are not subject to any pending or threatened Action by any Governmental Authority to suspend, cancel, modify, terminate or revoke any such Permit and (iv) since the Applicable Date, there has occurred no violation by the Company or any of its Subsidiaries of, or default (with or without notice or lapse of time, or both) that would reasonably be expected to result in any suspension, cancellation, modification, termination or revocation of any such Permit.

(c) The Company, each of its Subsidiaries, and each of their respective directors, officers and, to the Knowledge of the Company, employees (in connection with their activities on behalf of the Company or any of its Subsidiaries) are, and since the Applicable Date have been, in compliance in all material respects with (i) the Foreign Corrupt Practices Act of 1977 and all other applicable anti-corruption laws, (ii) all economic sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union and its member states, and the United Kingdom (collectively, "**Sanctions**") and (iii) all applicable export control laws.

(d) None of the Company or any of its Subsidiaries, or any of their respective directors or officers, or, to the Company's Knowledge, any Affiliate or Representative of the Company or any of its Subsidiaries, is a Person that is, or is owned or controlled by Persons that are: (i) the subject of any Sanctions or (ii) located, organized or resident in a country or region that is the subject of Sanctions, and the Company is not engaging in, and has not since April 24, 2019 engaged in, any transactions or dealings that would violate any Sanctions in any material respect.

(e) None of the Company or any of its Subsidiaries is a "covered foreign person" as defined in 31 C.F.R. Part 850.

Section 4.13. *Insurance*. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) all insurance policies of the Company and its Subsidiaries relating to the business, assets and operations of the Company and its Subsidiaries in effect as of the date of this Agreement (the "**Company Insurance Policies**") are in full force and effect as of the date of this Agreement; (ii) all premiums payable under such policies have been timely paid; (iii) no notice of cancellation or modification has been received by the Company, and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default by any insured under such Company Insurance Policies; and (iv) the Company Insurance Policies cover against the risks as are customary for companies of similar size in the same or similar lines of business.

Section 4.14. *Litigation*. There is no, and since the Applicable Date has been no, Action pending (i) in which the Company or any of its Subsidiaries is a claimant or a plaintiff or (ii) against, threatened in writing against or, to the Knowledge of the Company, otherwise threatened against, the Company, any of its Subsidiaries, any present or former officer, director or employee of the Company or any of its Subsidiaries or any Person for whom the Company or any of its Subsidiaries may be liable or any of their respective properties before (or, in the case of threatened Actions, would be before) or by any Governmental Authority or arbitrator, in each case of clauses (i) and (ii), that would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Since the Applicable Date, there has been no material allegation of fraud or malfeasance involving the Company, any of its Subsidiaries or any of their respective assets and no internal investigation has been conducted by the Company or the Company Board (or any committee thereof) concerning any material allegations of fraud or malfeasance involving any executive officer of the Company or member of the Company Board.

Section 4.15. *Properties*. (a) The Company does not own, and has not owned, any real property.

(b) Section 4.15(b) of the Company Disclosure Schedule lists all property in excess of 50,000 rentable square feet subject to a Real Property Lease, as of the date of this Agreement (the "**Leased Real Property**"). Neither the Company nor any of its Subsidiaries has subleased, licensed or otherwise granted any Person the right to use or occupy any portion of the Leased Real Property in excess of 25,000 rentable square feet. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Real Property Lease with respect to Leased Real Property is legal, valid, binding and in full force and effect (subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and general principles of equity), and no uncured default on the part of the Company or any of its Subsidiaries or, to the Company's Knowledge, any other party thereto exists with respect to any such Real Property Lease. The Company and/or its applicable Subsidiary has a good and valid leasehold interest in the Leased Real Property, free and clear of all Liens other than Permitted Liens. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) neither the Company nor any of its Subsidiaries, nor to the Company's Knowledge any other party to a Real Property Lease, with respect to Leased Real Property, has violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a default under the provisions of such Real Property Lease, and neither the Company nor any of its Subsidiaries has received written notice that it has breached, violated or defaulted under any Real Property Lease with respect to Leased Real Property; (ii) neither the Company nor any Subsidiary of the Company owes, or will owe in the future, any brokerage commissions or finder's fees with respect to any Real Property Lease; (iii) neither the Company nor any Subsidiary of the Company has collaterally assigned or granted any other security interest in any Real Property Lease with respect to Leased Real Property, except for any such interest that will be released at Closing; and (iv) the Leased Real Property are in good operating condition and repair in all respects, ordinary wear and tear excepted. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company or one of its Subsidiaries has good and marketable title to, or a valid and binding leasehold or other interest in, all tangible personal property necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted, free and clear of all Liens, other than Permitted Liens. The Company has made available to Parent a true and complete copy of each Real Property Lease with respect to Leased Real Property.

Section 4.16. *Intellectual Property; IT Assets; Data Privacy and Security*. (a) Section 4.16(a) of the Company Disclosure Schedule sets forth a complete and correct list as of the date hereof of all issued Patents, pending Patent applications, Mark registrations and applications for Mark registrations, Copyright registrations and applications for Copyright registrations, and material domain name registrations, in each case that are Company IP ("**Registered IP**"), specifying as to each such item (other than with respect to domain names), as applicable, (A) the owner of such item, (B) the jurisdiction in which such item is issued or registered or in which any application for issuance or registration has been filed, (C) the respective title, issuance, registration and application number of such item and (D) the date of application and issuance or registration of such item.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and its Subsidiaries solely and exclusively own all of the Company IP, and hold their rights in the Licensed IP, in each case, free and clear of any Liens (other than Permitted Liens), (ii) the Company and each of its Subsidiaries owns or has a valid and enforceable license or other right to use, and immediately following the consummation of the transactions contemplated by this Agreement, will continue to own or have a valid and enforceable license or other right to use, all Intellectual Property used or held for use in, or necessary for, the conduct of its business as currently conducted, (iii) all Company IP is subsisting, valid and enforceable, and in full force and effect and (iv) all registration, maintenance and renewal fees applicable to the Registered IP have been paid and all documents and certificates related to such items have been filed with the relevant Governmental Authority or other authorities in the applicable jurisdictions for the purposes of maintaining such items.

(c) Since the Applicable Date, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) neither the Company, any of its Subsidiaries, any of the products, services or Software of the Company or any of its Subsidiaries, nor the conduct of their respective businesses, has infringed, induced or contributed to the infringement of, misappropriated, diluted or otherwise violated, or is infringing, inducing or contributing to the infringement of, misappropriating, diluting or otherwise violating, the Intellectual Property of any Person, and (ii) to the Knowledge of the Company, no Person has challenged, infringed, misappropriated, diluted, tarnished or otherwise violated, or is challenging, infringing, misappropriating, diluting, tarnishing or otherwise violating, any Company IP or any rights of the Company or any of its Subsidiaries in any Licensed IP. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries is currently subject to any Action or indemnification request from any Person, nor, to the Knowledge of the Company, is any Action currently threatened, against the Company or any of its Subsidiaries (A) with respect to any Intellectual Property owned, licensed, used or held for use by the Company or any of its Subsidiaries, (B) alleging that the Company or any of its Subsidiaries, or any services provided, processes used or products manufactured, used, imported, offered for sale or sold by the Company or any of its Subsidiaries, infringes, misappropriates, dilutes or otherwise violates, or has infringed, misappropriated, diluted or otherwise violated, any Intellectual Property of any Person or (C) alleging that the Company or any of its Subsidiaries has any obligation to indemnify any Person with respect to the infringement, misappropriation, dilution or violation of the Intellectual Property of any Person.

(d) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries have taken reasonable actions necessary to maintain, enforce and protect all Company IP, and (i) none of the Company IP has been adjudged invalid or unenforceable in whole or in part, (ii) the Company and its Subsidiaries have taken commercially reasonable steps designed to maintain the confidentiality of all Trade Secrets and other Intellectual Property, the value of which is contingent upon maintaining the confidentiality thereof, in each case, which either (x) are owned by the Company or any of its Subsidiaries, or (y) are otherwise licensed, used or held for use by the Company or any of its Subsidiaries subject to contractual obligations of confidentiality to a third party and (iii) none of such Trade Secrets or other Intellectual Property has been disclosed other than to employees, contractors, consultants, representatives and agents of the Company or any of its Subsidiaries under appropriate written confidentiality agreements.

(e) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and each of its Subsidiaries have and use commercially reasonable efforts to enforce policies requiring them to enter into binding, written agreements with each of their respective current and former employees and independent contractors, whereby such employees and independent contractors (A) presently assign to the Company or its applicable Subsidiary, as applicable, any ownership interest and right they may have in all Intellectual Property developed by such Person for or on behalf of the Company or its Subsidiaries, as applicable, (B) acknowledge the Company's or its applicable Subsidiary's ownership interest and rights in all such Intellectual Property, (C) agree to confidentiality provisions protecting such Intellectual Property and all Trade Secrets and other nonpublic elements of the products and services of the Company and its Subsidiaries and (D) to the extent not assignable by Applicable Law, waive their moral rights in and to such Intellectual Property and (ii) no current or former stockholder, officer, director or employee of the Company or any of its Subsidiaries (A) has any claim, right (whether or not currently exercisable) or interest in or to any Company IP, or (B) is in breach of any Contract with any former employer or other Person concerning Intellectual Property or confidentiality due to its activities as a stockholder, officer, director or employee, as applicable, of the Company or its applicable Subsidiary.

(f) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) none of the Company Proprietary Product Software (A) to the Knowledge of the Company, contains any worm, bomb, backdoor, clock, timer or other disabling device code, design or routine which can cause Software to be erased, inoperable or otherwise incapable of being used, either automatically or upon command, (B) contains any open source Software code that is licensed under any terms or conditions that require that the Company Proprietary Product Software (other than the open source Software code) be (1) made available or distributed in source code form, (2) licensed for the purpose of making derivative works, (3) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind or (4) redistributable at no charge or (C) is subject to any agreement with any Person under which the Company or any of its Subsidiaries has deposited, or could be required to deposit, into escrow the source code of such Company Proprietary Product Software and no such source code has been released to any Person, or is entitled to be released to any Person, by any escrow agent, (ii) the consummation of the transactions contemplated by this Agreement will not trigger the release of any source code of any such Company Proprietary Product Software by operation of any Contracts to which the Company or one of its Subsidiaries is currently a party (but to which Parent is not a party) and (iii) no source code for any Company Proprietary Product Software has been delivered, licensed or made available to any Person who is not, as of the date of this Agreement, an employee or contractor of the Company or one of its Subsidiaries and is subject to a binding, written agreement imposing on such Person reasonable and adequate confidentiality obligations in favor of the Company or its applicable Subsidiary with respect to such source code.

(g) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the consummation of the transactions contemplated by this Agreement will not by operation of any Contracts to which the Company or one of its Subsidiaries is currently a party (but to which Parent is not a party) (A) alter, encumber, extinguish or impair the Company IP or the Company's or its Subsidiaries' right in, to or under any Licensed IP or (B) to the Knowledge of the Company, encumber any of the Intellectual Property owned or licensed by Parent or any of its Affiliates, and (ii) there exist no restrictions on the disclosure, use, license or transfer of the Company IP.

(h) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the IT Assets operate and perform in a manner that permits the Company and its Subsidiaries to conduct their respective businesses as currently conducted, (ii) the Company and its Subsidiaries have taken commercially reasonable actions, consistent with current industry standards and Applicable Data Protection Requirements, and have implemented and maintained commercially reasonable physical, technical and organizational measures, in each case, designed to protect the confidentiality, integrity and security of the IT Assets (and all information and transactions stored or contained therein or transmitted thereby) and all Personal Information in their possession or control against any security breach, unauthorized use, access, exfiltration, destruction, alteration, interruption, modification, disclosure, loss, theft or corruption (each, a "**Data Breach**"), and (iii) there has been no Data Breach of any IT Assets (or any information or transactions stored or contained therein or transmitted thereby) or any Personal Information in the possession or control of the Company or any of its Subsidiaries.

(i) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and its Subsidiaries have at all times complied, and are currently in compliance, with all Applicable Data Protection Requirements, (ii) the Company and its Subsidiaries have used commercially reasonable efforts to ensure that all service providers, data processors and other third parties that process any Personal Information or access material IT Assets on behalf of the Company or any of its Subsidiaries are bound by valid, written and enforceable agreements that include all terms required by Applicable Data Protection Requirements and which require such third parties to comply with Applicable Data Protection Requirements and maintain the privacy, security, integrity and confidentiality of such Personal Information or IT Assets, (iii) no Actions are pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries by any Person alleging a violation of any Applicable Data Protection Requirement or such Person's privacy, personal or confidentiality rights, nor to the Knowledge of the Company are any investigations by any Governmental Authorities pending against the Company or any of its Subsidiaries relating to any Applicable Data Protection Requirements and (iv) the Company and its Subsidiaries have not been required under any Applicable Data Protection Requirement to provide any notice to any Governmental Authority or Person in connection with any Data Breach.

Section 4.17. *Artificial Intelligence.*

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries have implemented and are in compliance with internal policies and procedures with respect to the use of AI Systems by or on behalf of the Company or any of its Subsidiaries.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries have not used or permitted to be used any AI System (including any generative AI System) in any manner that has or would reasonably be expected to have an adverse effect on the ownership, validity, enforceability, registrability or patentability of (i) any Company IP or (ii) any content or output created by such AI System that the Company or any of its Subsidiaries intended to maintain as proprietary.

(c) To the Knowledge of the Company, no Company AI Product is categorized as a high-risk AI System in accordance with the provisions of the AI Act.

(d) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries are in compliance with all Applicable Laws relating to the ethical or responsible use of AI Systems, including such Laws with respect to identifying and mitigating bias in Training Data or in the algorithmic models used in Company AI Products.

(e) To the Knowledge of the Company except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, there have been no (i) actual or written allegations of non-compliance with any such Applicable Laws, or any written claims or allegations challenging the Company's or any of its Subsidiaries' use of any AI System, or alleging that the Company or any of its Subsidiaries has used any AI System in an unlawful or unethical manner, (ii) proceedings by a Governmental Authority alleging that, or questioning whether, Training Data used in the development, training, improvement or testing of any Company AI Product was biased, untrustworthy or manipulated in an unethical or unscientific way, or (iii) requests for information or testimony from any Governmental Authority concerning any Company AI Product or related AI Systems.

Section 4.18. *Taxes*.

(a) All U.S. federal and Israeli income and other material Tax Returns required to be filed by Applicable Law or by or on behalf of the Company or any of its Subsidiaries have been timely filed (taking into account valid extensions of time to file), and all such Tax Returns are true, complete and correct in all material respects. Each of the Company and each of its Subsidiaries has timely paid (or has had paid on its behalf) in full to the appropriate Governmental Authority all material Taxes due and payable by it, whether or not shown as due on any Tax Returns.

(b) The Company has made available to Parent copies of all U.S. federal and Israeli income and other material Tax Returns of the Company or its Subsidiaries filed for taxable periods ending on or after December 31, 2023 and all examination reports issued by a Governmental Authority and statements of deficiency by a Governmental Authority assessed against or agreed to by the Company or any of its Subsidiaries with respect to Tax matters and to such taxable periods.

(c) Each of the Company and each of its Subsidiaries has properly and timely withheld or collected and timely paid, or is properly holding for timely payment, all material Taxes required to be withheld, collected and paid over by it under Applicable Law, and each of the Company and each of its Subsidiaries has complied in all material respects with all related information reporting, withholding and record retention requirements.

(d) There is no Action or dispute by any Governmental Authority in respect of a material amount of Taxes of the Company or its Subsidiaries that is currently being conducted or pending that the Company or any of its Subsidiaries have been notified of in writing, or threatened in writing. There are no outstanding requests for rulings or determinations in respect of any Tax or Tax asset or Tax liability between the Company or any of its Subsidiaries and any Governmental Authority.

(e) No Tax deficiency for a material amount of Taxes or assessment has been asserted against the Company or any of its Subsidiaries that has not been resolved or paid in full. Within the past four years, no material written claim has been made by any Governmental Authority in a jurisdiction where the Company or a Subsidiary of the Company does not file a particular type of Tax Return or pay a particular type of Tax that the Company or a Subsidiary of the Company is or may be required to file such Tax Return or pay such Tax.

(f) There are no Liens on any of the assets of the Company or any of its Subsidiaries attributable to Taxes other than Permitted Liens.

(g) Neither the Company nor any of its Subsidiaries has waived any statute of limitations in respect of a material amount of Taxes or agreed to any extension of time with respect to an assessment or deficiency for a material amount of Taxes, which waiver or extension is currently in effect (other than pursuant to extensions of time to file Tax Returns obtained in the ordinary course of business for no more than seven months).

(h) Neither the Company nor any Subsidiary of the Company (i) is, or has been, a member of any affiliated, consolidated, combined or unitary Tax group, other than a group the common parent of which is the Company or any Subsidiary of the Company, or (ii) is a party to or bound by, or has any material amount of liability under, any Tax Sharing Agreement (other than any such agreement or arrangement solely between or among the Company and/or any of its Subsidiaries), or (iii) has any liability for any material amount of Taxes of any Person (other than the Company or a Subsidiary of the Company) arising from the application of Treasury Regulations Section 1.1502-6 (or any analogous provision of U.S. state or local or non-U.S. Tax law) or as a transferee or successor.

(i) Neither the Company nor any of its Subsidiaries is a party to any understanding or arrangement described in Section 6662(d)(2)(C)(ii) of the Code, nor has the Company or any of its Subsidiaries entered into, or participated in, any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2) (or any analogous provision of state, local or non-U.S. law).

(j) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Post-Closing Tax Period as a result of any: (i) closing agreement or settlement with a Governmental Authority executed by the Company or any of its Subsidiaries before the Closing; (ii) deferred revenue, prepaid amounts or advanced billings received or accrued by the Company or any of its Subsidiaries before the Closing other than in the ordinary course of business; (iii) installment sale or open transaction disposition made by the Company or any of its Subsidiaries before the Closing; (iv) intercompany transaction entered into by the Company or its Subsidiaries on or prior to the Closing Date or excess loss account, in each case, described in the Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law); or (v) change in method of accounting made by the Company or any of its Subsidiaries pursuant to Section 481 of the Code (or any analogous provision of state, local or non-U.S. law) before the Closing.

(k) Neither the Company nor any of its Subsidiaries has taken or agreed to take any action, or has Knowledge of any fact or circumstance, that could reasonably be expected to prevent or impede the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(l) Neither the Company nor any of its Subsidiaries has been a "distributing" corporation or a "controlled corporation" (each within the meaning of Section 355(a)(1)(A) of the Code) in any distribution of stock during the two-year period ending on the date of this Agreement that was purported or intended to be governed by Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code).

(m) Neither the Company nor any Subsidiary of the Company is a party to, is bound by or has any obligation under any Tax Sharing Agreement (other than agreements solely by and among the Company and its Subsidiaries).

Section 4.19. *Employee Benefit Plans*. (a) Section 4.19(a) of the Company Disclosure Schedule contains an accurate, correct and complete list of each material Employee Plan, with each Employee Plan sponsored or maintained for Company Employees primarily providing services outside of the United States to be separately identified (each, a "**Foreign Plan**"). With respect to each material Employee Plan, the Company has made available, upon request, to Parent complete and accurate copies of (A) such Employee Plan, including any material amendment thereto (or in the case of any unwritten material Employee Plan, a written description thereof) and, to the extent applicable, the summary plan description thereof, (B) the most recent audited financial statements and actuarial or other valuation reports prepared with respect thereto and (C) the most recently received Internal Revenue Service (the "**IRS**") determination letter or opinion, if applicable.

(b) Neither the Company nor any of its ERISA Affiliates (nor any predecessor of any such entity) sponsors, maintains, administers or contributes to (or has any obligation to contribute to), or has in the past six years, sponsored, maintained, administered or contributed to (or had any obligation to contribute to), or has or is reasonably expected to have any direct or indirect liability with respect to any, (i) Title IV Plan (including any liability on account of a "complete withdrawal" or a "partial withdrawal" (within the meaning of Sections 4203 and 4205 of ERISA, respectively) from any Multiemployer Plan) or (ii) multiple employer welfare arrangement as defined in Section 3(40) of ERISA.

(c) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter, or has pending or has time remaining in which to file an application for such determination, from the IRS, and the Company is not aware of any reason why any such determination letter should be revoked or not be issued or reissued.

(d) Each Employee Plan, and any award thereunder (including any Company RSUs, Company Options and/or Company Performance Units), that is or forms part of a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code has been timely amended (if applicable) to comply and has been operated in compliance with, and the Company and its Subsidiaries have complied in practice and operation with, all applicable requirements of Section 409A of the Code.

(e) Except as set forth on Section 4.19(e) of the Company Disclosure Schedule, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will (i) entitle any current or former Service Provider to any payment or benefit, including any bonus, retention, severance, retirement or job security payment or benefit, (ii) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other obligation under, any Employee Plan or otherwise or (iii) limit or restrict the right of the Company or any of its Subsidiaries or, after the Closing, Parent, to merge, amend or terminate any Employee Plan.

(f) No amount that could be, or has been, received (whether in cash or property or the vesting of property or the cancellation of Indebtedness) by any director, manager, officer, employee, individual independent contractor or other service provider of the Company or any of its Subsidiaries under any Employee Plans in effect immediately prior to the Closing or otherwise as a result of the consummation of the transactions contemplated by this Agreement could, individually or in the aggregate, result in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code or subject any such amounts to be subjected to an excise Tax under Section 4999 of the Code.

(g) Neither the Company nor any of its Subsidiaries has any obligation to gross-up, indemnify or otherwise reimburse any current or former Service Provider for any Tax incurred by such Service Provider, including under Section 409A or 4999 of the Code.

(h) Neither the Company nor any of its Subsidiaries has any current or projected liability for, and no Employee Plan provides or promises, any post-employment or postretirement medical, dental, disability, hospitalization, life or similar benefits (whether insured or self-insured) to any current or former Service Provider (other than coverage mandated by Applicable Law, including COBRA).

(i) Each Employee Plan and its related trust, insurance contract or other funding vehicle has been established, maintained and administered in material compliance with its terms and all Applicable Law, including ERISA and the Code, and regulatory guidance issued by any Governmental Authority. No action, suit, investigation, audit, proceeding or claim (other than routine claims for benefits) is pending against or involves or, to the Company's Knowledge, is threatened against or threatened to involve, any Employee Plan before any arbitrator or any Governmental Authority, including the IRS, the Department of Labor or the PBGC, which, individually or in the aggregate, if determined or resolved adversely in accordance with the plaintiff's demands, could reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(j) There has been no amendment to, written interpretation or announcement (whether or not written) by the Company or any of its Affiliates relating to, or change in employee participation or coverage under, an Employee Plan which would increase materially the expense of maintaining Employee Plans, in the aggregate, above the level of the expense incurred in respect thereof for the fiscal year ended prior to the date hereof.

(k) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, all contributions, premiums and payments that are due have been made for each Employee Plan within the time periods prescribed by the terms of such plan and Applicable Law, and all contributions, premiums and payments for any period ending on or before the Closing Date that are not due are properly accrued to the extent required to be accrued under applicable accounting principles and have been properly reflected on the Company Balance Sheet or disclosed in the notes thereto.

(l) Except as would not be material to the Company and its Subsidiaries, taken as a whole, each Foreign Plan that is required to be registered or intended to be Tax exempt or receive favorable tax treatment has been registered (and, where applicable, accepted for registration) and is Tax exempt and has been maintained in good standing, to the extent applicable, with each Governmental Authority. Except as would not be material to the Company and its Subsidiaries, taken as a whole, or as set forth under Section 4.19(l) of the Company Disclosure Schedule, no Foreign Plan is a gratuity, termination indemnity or "defined benefit plan" (as defined in ERISA, whether or not subject to ERISA) or has any material unfunded or underfunded liabilities, nor are such unfunded liabilities reasonably expected to arise in connection with the transactions contemplated by this Agreement. Except as would not be material to the Company and its Subsidiaries, taken as a whole, all contributions required to have been made by or on behalf of the Company and its Subsidiaries with respect to plans or arrangements maintained or sponsored by a Governmental Authority (including severance, termination indemnities or other similar benefits maintained for employees outside of the United States) have been timely made or fully accrued.

Section 4.20. *Labor Matters*. (a) The Company has provided a true and correct list of (i) all employees employed by the Company and any of its Subsidiaries as of the date thereof, including name, position, principal work location, the current amount of the employee's salary, hourly or other base wage rate, as applicable, the current amount of commissions, incentive pay or other variable compensation, whether classified as exempt or nonexempt under the Fair Labor Standards Act (or similar employment-related legislation or statute), and current visa status, if applicable, and (ii) all individual independent contractors as of the date hereof, including name, location, entity for which services are provided, service commencement date, rate of compensation and scheduled termination date, if applicable (collectively, the "**Service Provider Census**").

(b) Neither the Company nor any of its Subsidiaries is a party to or otherwise bound by any Collective Bargaining Agreement or any other Contract with a labor union or similar labor organization, and, to the Company's Knowledge, there are no activities or proceedings, and no Person has applied to the National Labor Relations Board, to be certified as the bargaining agent of any Company Employee with respect to such employee's employment with the Company and its Subsidiaries.

(c) There are no unfair labor practice complaints pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries before the National Labor Relations Board or any other Governmental Authority or any current union representation questions involving Company Employees. There is no, and there has not been since the Applicable Date, labor strike, slowdown, stoppage, picketing, interruption of work or lockout pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries. The consent of, consultation of or the rendering of formal advice by any labor or trade union, works council or any other employee representative body is not required for the Company to enter into this Agreement or to consummate any of the transactions contemplated hereunder.

(d) Except as would not reasonably be expected to, individually or in the aggregate, result in material liability for the Company or its Subsidiaries, the Company and its Subsidiaries are, and have been since the Applicable Date, in compliance with all Applicable Laws relating to labor and employment, including those relating to labor management relations, wages, hours, overtime, employee classification, discrimination, civil rights, affirmative action, work authorization, immigration, safety and health, workers' compensation, continuation coverage under group health plans, wage payment, and the payment and withholding of Taxes. There is no charge of discrimination in employment or employment practices, for any reason, including age, gender, race, religion or other legally protected category, which has been asserted or is now pending or threatened in writing against the Company or any Subsidiary of the Company before the United States Equal Employment Opportunity Commission, or any other Governmental Authority in any jurisdiction in which the Company or any Subsidiary of the Company has employed or currently employs any person, except as would not reasonably be expected to have a Company Material Adverse Effect.

(e) Since the Applicable Date, except as has not had and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (i) no allegations of sexual harassment, sexual abuse or other sexual misconduct have been made against any Service Provider of the Company or any of its Subsidiaries with respect to actions taken in the course of employment or engagement with the Company or its Subsidiaries and (ii) there are no proceedings pending or, to the Knowledge of the Company, threatened related to allegations of sexual harassment, sexual abuse or other sexual misconduct by any Service Provider of the Company or any of its Subsidiaries. Since the Applicable Date, except as has not had and would not reasonably be expected to result in material liability to the Company and its Subsidiaries, taken as a whole, neither the Company nor any of its Subsidiaries has entered into any settlement agreements related to allegations of sexual harassment, sexual abuse or other sexual misconduct by any Service Provider of the Company or any of its Subsidiaries.

(f) To the Company's Knowledge, no officer, executive or employee with a title of Senior Vice President or higher who is a member of the Company management intends to terminate his or her employment with the Company or one of its Subsidiaries prior to the one year anniversary of the Closing.

(g) Since the Applicable Date, the Company and its Subsidiaries are in compliance with WARN and have no liabilities thereunder and have not taken any action during the 90-day period prior to the date hereof, or will take any action, that would reasonably be expected to cause Parent or any of its Affiliates or the Surviving Corporation or any of its successors or assigns to have any liability following the Closing Date under WARN.

Section 4.21. *Environmental Matters*. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) since the Applicable Date, no notice, notification, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been assessed, and no Action is pending or, to the Knowledge of the Company, threatened by any Person alleging any liability or noncompliance of the Company or any of its Subsidiaries under any Environmental Law or Environmental Permit; (ii) the Company and its Subsidiaries are and, since the Applicable Date, have been in compliance with all Environmental Laws, and such compliance includes and since the Applicable Date has included obtaining, maintaining, timely renewing and complying with all Environmental Permits; (iii) there has been no Release of, or exposure of any Person to, any Hazardous Substance at, from, in, on, under or about (A) any property currently or, to the Knowledge of the Company, formerly owned, leased or operated by the Company or any of its Subsidiaries, or (B) any property or facility to which any Hazardous Substance has been transported for disposal, recycling or treatment by or on behalf of, the Company or any of its Subsidiaries, which in the case of each (A) or (B) has given rise to, or would reasonably be expected to give rise to, any liability of the Company or any of its Subsidiaries under Environmental Law; and (iv) neither the Company nor any of its Subsidiaries has contractually assumed or undertaken any liabilities of any other Person arising under Environmental Laws or regarding Hazardous Substances.

Section 4.22. *Material Contracts*. (a) Except as set forth in Section 4.22(a) of the Company Disclosure Schedule, as of the date hereof, neither the Company nor any of its Subsidiaries is party to or bound by any Contract:

(i) that would be required to be filed by the Company as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the 1933 Act, other than the Equity Plans;

(ii) that is with a (A) Material Customer, (B) Material Reseller; or (C) Material Supplier; in each case, other than (1) any confidentiality or nondisclosure agreement entered into in the ordinary course of business, and (2) any purchase orders or similar agreements (in each case, other than for the purposes of Section 6.01(A)(2) and 6.01(B)(l)), invoices and similar confirmatory or administrative documents that are ancillary to the main contractual relationship between the parties to a particular Contract; (3) ordinary course amendments or addendums that do not contain material terms; and (4) Real Property Leases;

(iii) that is (A) a partnership, strategic alliance, or co-promotion agreement that is material to the Company and its Subsidiaries, taken as a whole, (B) joint venture agreement, or co-development agreement or (C) an agreement that provides for the sharing of profits or revenue (other than with respect to any wholly owned Subsidiary of the Company) that is material to the Company and its Subsidiaries, taken as a whole;

(iv) that provides for the acquisition (including option to acquire) or disposition, directly or indirectly (by merger or otherwise), of any whole business or equity interests (including capital stock) (A) for aggregate consideration under such Contract in excess of $25,000,000 or (B) pursuant to which the Company or any of its Subsidiaries has continuing material obligations including indemnification obligations or "earn-out" or other contingent payment obligations;

(v) providing for material indemnification by the Company or any of its Subsidiaries or requiring the Company or any of its Subsidiaries to provide a guarantee thereunder, other than indemnification obligations (A) in commercial agreements in the ordinary course of business or (B) in any Company Indemnification Agreements with current or former members of the Company Board or executive officers of the Company;

(vi) to put source code for any Company Proprietary Product Software in escrow with a third Person on behalf of a licensee or contracting party, and any other Contract to provide source code for any Company Proprietary Product Software to any third Person;

(vii) that contains (A) any "most favored nation" or most favored customer provision, or (B) rights of first or last offer, negotiation or refusal or minimum use, supply or distribution requirements that, in the case of clause (B), are material to the Company and its Subsidiaries, taken as a whole;

(viii) that contains a put, call or similar right pursuant to which the Company or any of its Subsidiaries could be required to purchase or sell, as applicable, any assets or any equity interests of any Person (excluding, in respect of the foregoing, the 2028 Notes, the 2028 Capped Calls and agreements between the Company and its wholly owned Subsidiaries);

(ix) that is a non-competition agreement or other Contract that contains a similar provision that materially restricts or purports to materially restrict the ability of the Company or any of its Affiliates (including Parent and its Affiliates after the Effective Time) to compete with, or to sell, supply or distribute any product or service in any line of business or with any Person or in any geographic area, territory or market segment, in each case, that would be applicable to the Surviving Corporation or any of its Subsidiaries or the Parent or any of its Subsidiaries following the Effective Time;

(x) that is a Collective Bargaining Agreement;

(xi) containing any swap, cap, floor, collar, futures contract, forward contract, option or any other derivative financial instrument, contract or arrangement, based on any commodity, security, instrument, asset, rate or index of any kind or nature whatsoever;

(xii) (A) with (1) any beneficial owner (as defined in Rule 13d-3 under the 1934 Act) of 5% or more of any class of securities of the Company or any of its Subsidiaries who has filed a Schedule 13D or Schedule 13G under the 1934 Act (or, to the Company's Knowledge, is required to make such a filing), or (2) any member of the Company Board or executive officer of the Company or any of its Subsidiaries (other than ordinary course employment or engagement agreements, or customary indemnity agreements) or (B) that is required to be disclosed under Item 404 of Regulation S-K promulgated under the 1933 Act;

(xiii) that (A) evidences Indebtedness for borrowed money of the Company or any Subsidiary of the Company (committed or outstanding) in excess of $25,000,000 whether secured or unsecured (other than any intracompany Indebtedness for borrowed money), (B) restricts the payment of dividends or other distribution of assets by any of the Company or its Subsidiaries, (C) are guarantees or similar instruments or (D) evidences any rights or obligations under any letter of credit, in each case of clauses (C) and (D), excluding Real Property Leases;

(xiv) requiring future capital expenditures by the Company or any of its Subsidiaries not contemplated by the capital expenditure budget set forth on Section 6.01(e) of the Company Disclosure Schedule;

(xv) under which the Company or any of its Subsidiaries (A) grants any right, license or covenant not to sue with respect to any Company IP and the right, license or covenant not to sue granted by the Company or any of its Subsidiaries with respect thereto is material to the Company and its Subsidiaries, taken as a whole (and excluding, for clarity, all Standard Licenses) or (B) obtains any right, license or covenant not to be sued with respect to any Intellectual Property owned by any third party, and the right, license or covenant not to sue granted to the Company or any of its Subsidiaries with respect thereto is material to the Company and its Subsidiaries, taken as a whole (and excluding, for clarity, all Standard Licenses);

(xvi) that is the subject of any Action individually involving payments after the date hereof in excess of $1,000,000 and under which there are outstanding obligations (including settlement agreements) of the Company or any of its Subsidiaries;

(xvii) that creates or grants any Lien, other than a Permitted Lien, on any property of the Company securing obligations in an amount exceeding, individually or in the aggregate, $1,000,000;

(xviii) that is any Real Property Lease of Leased Real Property;

(xix) that provides for any change in control, transaction or sale bonus, severance or similar payments in excess of $500,000 (individually or in the aggregate with respect to any individual), other than any Contract that would be required to be listed pursuant to this clause solely because it provides for the accelerated vesting of Company equity awards, including upon a qualifying termination of employment or service occurring in connection with or following a change in control (i.e., "single-trigger" and "double-trigger" vesting acceleration);

(xx) that contains any standstill or similar provision remaining in effect pursuant to which the Company or any of its Subsidiaries has agreed not to acquire securities or material assets of another Person;

(xxi) that relates to a forward equity sale or similar transaction;

(xxii) that is between the Company or any of its Subsidiaries and a Governmental Authority, or has been entered into by the Company or any of its Subsidiaries as a subcontractor at any tier in connection with a Contract between another Person and a Governmental Authority which individually exceeded $5,000,000 in Annual Recurring Revenue during the fiscal year ended July 31, 2026 and/or is reasonably expected to exceed $5,000,000 in any subsequent fiscal year;

(xxiii) that is with any customer, reseller, distributor or other channel partner and provides for any pre-purchase, pre-payment, minimum purchase, "take-or-pay" or similar commitment by such Person; or

(xxiv) that contains any commitment (orally or in writing) by the Company or any of its Subsidiaries to enter into any of the foregoing.

(b) The Company has made available to Parent a true and complete copy of each Contract listed or required to be listed in Section 4.22(a) of the Company Disclosure Schedule (such Contracts, together with any Contract to which the Company or any of its Subsidiaries becomes a party or by which it becomes bound after the date hereof that would be required to be listed in Section 4.22(a) of the Company Disclosure Schedule if in effect as of the date hereof, the "**Material Contracts**" and each, a "**Material Contract**"); other than (1) any Contract that has expired or been terminated in accordance with its terms and under which neither the Company nor any of its Subsidiaries has any continuing obligations or liabilities; (2) any confidentiality or nondisclosure agreement entered into in the ordinary course of business for commercial arrangements; or (3) any purchase orders, invoices and similar confirmatory or administrative documents that are ancillary to the main contractual relationship between the parties to a particular Contract or group of Contracts (*provided* that this clause (3) shall not exclude any purchase order, order form, quote, sales proposal or similar document that evidences, contains or implements any commitment of the type described in Section 4.22(a)(xxiii)). Except for breaches, violations or defaults which would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) each of the Material Contracts is a valid and binding obligation of the Company, and to the Knowledge of the Company, each other party thereto, and in full force and effect, in each case subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered in a proceeding in equity or at law); (ii) since the Applicable Date, neither the Company nor any of its Subsidiaries, nor to the Knowledge of the Company any other party to a Material Contract, has breached or violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a material breach or default under the provisions of such Material Contract, and neither the Company nor any of its Subsidiaries has knowledge of, or has received, written notice that it has breached, violated or defaulted under any Material Contract; and (iii) from the Company Balance Sheet Date to the date hereof, neither the Company nor any of its Subsidiaries has received any written or, to the Knowledge of the Company, other communication from any other party to any Material Contract that it intends to (A) terminate such Material Contract or (B) seek to materially amend the terms and conditions of such Material Contract in a manner adverse to the Company or its Subsidiaries.

Section 4.23. *Government Contracts*. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since the Applicable Date, (a) neither the Company nor any of its Subsidiaries has (i) breached or violated any Applicable Law, clause or other requirement pertaining to any Government Contract; (ii) been excluded from bidding by a Governmental Authority; (iii) to the Knowledge of the Company, been audited or investigated by any Governmental Authority with respect to any Government Contract; (iv) conducted or initiated any internal investigation or made any disclosure with regard to any irregularity in connection with a Government Contract; (v) received any small business set aside contract or other order or contract requiring small business or other preferred bidder status; or (vi) to the Knowledge of the Company, received any allegations of fraud, false claims or overpayments with respect to any of the Company's or its Subsidiaries' Government Contracts.

(b) True and complete copies of each Government Contract Bid (as defined below) that, if accepted, would be a Material Contract of the type specified in Section 4.22(a)(xxii) have been made available to Parent prior to the date hereof.

(c) The Company and its Subsidiaries have not delivered or granted, agreed to deliver or grant, or entered into any Government Contract that requires the delivery or granting to any Governmental Authority, prime contractor or subcontractor of (i) any source code for any product of the Company, (ii) unlimited or government purpose rights (as defined in FAR Section 52.227-14, DFARS Section 252.227-7013 or 252.227-7014 or similar clauses) in material products of the Company or material Company IP or any portion thereof in which the Company could have legally asserted more restrictive rights under Applicable Law or Contract clauses or (iii) ownership of or exclusive rights to any portion of the material products of the Company or material Company IP. The Company and each of its Subsidiaries has taken reasonable steps under Government Contracts and Applicable Law to assert, protect and support its ownership of and rights in the products of the Company and material Company IP, so that no more than the minimum rights or licenses required under Applicable Law and the terms of such Government Contracts have been provided to the applicable Governmental Authority and/or counterparty to such Government Contract. To the Knowledge of the Company, the terms of the Government Contracts do not restrict the Company's or any of its Subsidiaries' use, licensing, transfer or export of any products of the Company or technology or Intellectual Property developed or otherwise created by or on behalf of the Company or any of its Subsidiaries pursuant to any Government Contract, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(d) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (i) no Government Contract or offer, quotation, bid or proposal to sell products or services made by the Company or any of its Subsidiaries to any Governmental Authority or any prime contractor, that would result in a Government Contract, if issued, (a "**Government Contract Bid**") is the subject of bid or award protest proceedings resulting from the conduct of the Company or any of its Subsidiaries, and (ii) neither the Company nor any of its Subsidiaries is in breach of or default under the terms of any Government Contract. The Company and its Subsidiaries are in compliance, and have been in compliance since the Applicable Date, in all material respects with the terms and conditions of each Government Contract and Government Contract Bid, including clauses, provisions and requirements incorporated expressly by reference or by operation of Applicable Law therein. Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, since the Applicable Date, neither any Governmental Authority nor any prime contractor or subcontractor has notified the Company or its Subsidiaries in writing that the Company or any of its Subsidiaries has, or is alleged to have, breached or violated any Applicable Law, representation, certification, disclosure, clause, provision or requirement pertaining to any Government Contract or Government Contract Bid. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, since the Applicable Date, no payment due to the Company or any of its Subsidiaries pertaining to any Government Contract has been withheld or set off, nor has any claim been made to withhold or set off any such payment, and to the Company's Knowledge, there is no basis for a price adjustment, refund or demand for payment under any such Government Contract.

(e) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, since the Applicable Date, (i) none of the Company, any of its Subsidiaries or any of their respective Principals (as defined in Federal Acquisition Regulation 52.209-5) has been debarred, suspended or excluded, or to the Company's Knowledge, proposed for debarment, suspension or exclusion, from participation in or the award of Contracts or subcontracts for or with any Governmental Authority or doing business with any Governmental Authority, (ii) none of the Company or any of its Subsidiaries has received any request to show cause (excluding for this purpose ineligibility to bid on certain Contracts due to generally applicable bidding requirements), (iii) none of the Company or any of its Subsidiaries, to the Company's Knowledge, is the subject of a finding of nonresponsibility or ineligibility for government contracting, (iv) none of the Company or any of its Subsidiaries is for any reason listed on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, (v) to the Company's Knowledge, neither the Company nor any Subsidiary of the Company nor any of their respective Principals (as defined in Federal Acquisition Regulation 52.209-5) is or has been under administrative, civil or criminal investigation, indictment or inquiry by any Governmental Authority with respect to the award or performance of any Company Government Contract, the subject of any actual or threatened in writing, "whistleblower" or "qui tam" lawsuit, or audit (other than a routine contract audit) or investigation of the Company or any Subsidiary of the Company with respect to any Company Government Contract, including any alleged material irregularity, misstatement or omission arising thereunder or relating thereto, and to the Company's Knowledge, there is no basis for any such investigation, indictment, lawsuit or audit and (vi) neither the Company nor any Subsidiary of the Company has made any disclosure (A) to any Governmental Authority with respect to any alleged material irregularity, misstatement, omission, fraud or price mischarging, or other violation of Applicable Law, arising under or relating to a Government Contract or (B) under the Federal Acquisition Regulation mandatory disclosure provisions to any Governmental Authority and, to the Company's Knowledge, there are no facts that would require mandatory disclosure thereunder.

(f) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, (i) the Company and its applicable Subsidiaries, and their respective applicable employees and subcontractors, possess all requisite facility and personnel clearances necessary to perform their obligations under each of their respective Government Contracts, (ii) the Company and its applicable Subsidiaries have complied with all applicable requirements relating to the safeguarding of and access to classified information pursuant to the NISPOM and (iii) since the Applicable Date, no notice of revocation, suspension or invalidation from DCSA or any other Governmental Authority has been issued and remains unresolved with respect to any such facility security clearance, and to the Company's Knowledge, no event, condition or omission has occurred or exists that would constitute grounds for such action or notice.

Section 4.24. *Customers, Suppliers and Resellers*. From July 31, 2025 through the date hereof, no Material Customer, Material Supplier or Material Reseller has terminated, materially curtailed, or notified the Company or any of its Subsidiaries in writing (or, to the Knowledge of the Company, otherwise notified the Company or any of its Subsidiaries) that it intends to terminate or materially curtail any business relationship with the Company and its Subsidiaries. For purposes of this Agreement, "**Material Customers**" means the Company's 10 largest customers (based on a consolidation of each customer with each of its Affiliates) for the fiscal year ended July 31, 2026, as measured by Annual Recurring Revenue, "**Material Suppliers**" means the Company's 10 largest vendors, suppliers or service providers (based on a consolidation of each vendor, supplier or service provider with each of its Affiliates) for the fiscal year ended July 31, 2026, as measured by aggregate expenditures made by the Company and its Subsidiaries to each such vendor, supplier or service provider, and "**Material Resellers**" means the Company's 10 largest resellers or distributors (based on a consolidation of each reseller or distributor with each of its Affiliates) for the fiscal year ended July 31, 2026, as measured by Annual Recurring Revenue (*provided* that, for purposes of Section 6.01, the reference to "10" in the definitions of Material Customers, Material Suppliers and Material Resellers shall be replaced with "15"). Section 4.24 of the Company Disclosure Schedule contains a list of the Material Customers, Material Suppliers and Material Resellers.

Section 4.25. *Affiliate Transactions*. Neither the Company nor any Subsidiary of the Company is a party to any Contract or other transaction, agreement or binding arrangement or understanding between the Company or its Subsidiaries, on the one hand, and any Affiliates thereof (other than wholly owned Subsidiaries of such Person) on the other hand.

Section 4.26. *Finders' Fees*. Except for BDT&MSD, a copy of whose engagement agreement has been made available to Parent, there is no financial advisor, investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries who might be entitled to any fee or commission from the Company or any of its Affiliates in connection with the transactions contemplated by this Agreement.

Section 4.27. *Opinion of Financial Advisor*. BDT & MSD Partners, LLC ("**BDT&MSD**") has rendered its oral opinion to the Company Board, to be subsequently confirmed by a written opinion, to the effect that, as of such date, and based upon and subject to the assumptions, qualifications, limitations and other matters set forth in such opinion, the Exchange Ratio is fair, from a financial point of view, to the holders of Company Shares (other than Company Shares held by the Company as treasury stock (other than Company Shares subject to or issuable in connection with an Employee Plan of the Company) or by any Subsidiary of the Company or Parent or Company Shares owned by Parent or Merger Sub). A written copy of such opinion will be delivered promptly after the date hereof to Parent for informational purposes only, it being understood and agreed that such opinion is for the benefit solely of the Company Board and may not be relied on by Parent, Merger Sub or any other Person.

Section 4.28. *Antitakeover Statutes*. Assuming the accuracy of the representations and warranties set forth in Section 5.12(b), the restrictions applicable to business combinations contained in Section 203 of the DGCL are inapplicable to the execution, delivery and performance of this Agreement and the consummation of the Merger and the other transactions contemplated hereby. No other "control share acquisition," "fair price," "moratorium" or other antitakeover laws enacted under U.S. state or federal laws apply to this Agreement or any of the transactions contemplated hereby. There is no rights agreement, stockholder rights plan, tax preservation plan, net operating loss preservation plan or "poison pill" antitakeover plan in effect to which the Company or any of its Subsidiaries is subject, party to or otherwise bound.

Section 4.29. *No Other Representations or Warranties*.

(a) Except for the representations and warranties made in this Article 4, as qualified by the Company Disclosure Schedule, or any certificate delivered pursuant to this Agreement, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or its Subsidiaries or their respective businesses, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement, the Merger or the transactions contemplated hereby, and the Company hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, except as expressly provided in this Article 4, as qualified by the Company Disclosure Schedule, or any certificate delivered pursuant to this Agreement, neither the Company nor any other Person makes or has made any representation or warranty to Parent or any of its Affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospect information relating to the Company or any of its Subsidiaries or their respective businesses; or (ii) any oral or written information presented to Parent or any of its Affiliates or Representatives in the course of their due diligence investigation of the Company, the negotiation of this Agreement, or in the course of the Merger or the transactions contemplated hereby.

(b) The Company acknowledges and agrees that the representations and warranties by Parent and Merger Sub set forth in this Agreement constitute the sole and exclusive representations and warranties of such parties in connection with the transactions contemplated hereby, and the Company understands, acknowledges and agrees that all other representations and warranties of any kind or nature, whether express, implied or statutory, are specifically disclaimed by Parent and Merger Sub. The Company further acknowledges and agrees that, in entering into this Agreement, it has relied solely on its own independent investigation, analysis and evaluation of Parent and its Subsidiaries and the representations and warranties expressly set forth in Article 5, as qualified by the Parent Disclosure Schedule, and in any certificate delivered pursuant to this Agreement, and has not relied on any representation or warranty or other statement by or on behalf of Parent or Merger Sub or any of their Representatives (including in any presentation by Parent's management) or any other materials, statements or information furnished or made available to the Company or its Representatives including in any electronic data room hosted by or on behalf of Parent (including as to the accuracy or completeness of any such information, including any projections, furnished or made available to the Company or its Representatives), other than the representations and warranties expressly set forth in Article 5, as qualified by the Parent Disclosure Schedule, and in any certificate delivered pursuant to this Agreement. In connection with its due diligence investigation of Parent, the Company has received and may continue to receive after the date hereof from Parent certain estimates, projections, forecasts and other forward-looking information regarding Parent and its businesses and operations. The Company acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements and that the Company will have no claim against Parent or Merger Sub with respect thereto unless any such information is expressly included in a representation or warranty contained in this Agreement.

ARTICLE 5
Representations and Warranties of Parent

Subject to Section 11.05, except (x) as disclosed in any Parent SEC Document filed with or furnished to the SEC and publicly available between January 1, 2024 and 24 hours prior to the date of this Agreement (but excluding any general cautionary or forward-looking statements contained in the "Risk Factors" section or "Forward-Looking Statements" and any other statements that are similarly cautionary, predictive or forward-looking in nature, in each case other than any description of historical facts or events included therein); *provided* that this clause (x) shall not apply to the representations and warranties set forth in Sections 5.05 or 5.06(b), or (y) as set forth in the Parent Disclosure Schedule, Parent represents and warrants to the Company that:

Section 5.01. *Corporate Existence and Power*. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all organizational powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted, except for those licenses, authorizations, permits, consents and approvals the absence of which has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Since the date of its incorporation, Merger Sub has not engaged in any activities other than in connection with or as contemplated by this Agreement.

Section 5.02. *Corporate Authorization*. Each of Parent and Merger Sub has all requisite organizational power and authority, as applicable, to execute and deliver this Agreement, to perform its obligations hereunder and consummate the Merger. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby are within the organizational powers of Parent and Merger Sub and have been duly authorized by all necessary organizational action on the part of Parent and Merger Sub. Each of Parent and Merger Sub has duly executed and delivered this Agreement, and, assuming due authorization, execution and delivery by the Company, this Agreement constitutes a valid and binding agreement of each of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Applicable Laws affecting creditors' rights generally and general principles of equity).

Section 5.03. *Governmental Authorization*. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby require no action by or in respect of, or filing by or with respect to Parent or Merger Sub with, any Governmental Authority, other than (a) the filing of a certificate of merger with respect to the Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which Parent is qualified to do business, (b) compliance with any applicable requirements of the HSR Act and the Antitrust Laws or FDI Laws of the jurisdictions listed on Section 9.01(c) of the Parent Disclosure Schedule, (c) compliance with any applicable requirements of the NASDAQ, the 1933 Act, the 1934 Act and any other state or federal securities laws, (d) any of the actions or filings set forth on Section 5.03 of the Parent Disclosure Schedule and (e) any actions or filings the absence of which would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.04. *Non-contravention*. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the organizational documents of Parent or Merger Sub, (b) assuming compliance with the matters referred to in Section 5.03, contravene, conflict with, or result in a violation or breach of any provision of any Applicable Law, (c) assuming compliance with the matters referred to in Section 5.03, require payment or notice to, or any consent or other action by any Person under, constitute a breach or default, or an event that, with or without notice or lapse of time or both, would constitute a violation or breach of, or give rise to any right of termination, suspension, cancellation, acceleration, payment or any other change of any rights or obligations of Parent or any of its Subsidiaries, or the loss of any benefit to which Parent or any of its Subsidiaries is entitled under any provision of any Contract binding on Parent or any of its Subsidiaries or any Permit affecting, or relating to, the assets or business of Parent and its Subsidiaries or (d) result in the creation or imposition of any Lien (other than Permitted Liens) on any asset of Parent or any of its Subsidiaries, except, in the case of each of clauses (b) through (d), as have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.05. *Capitalization*. (a) The authorized capital stock of Parent consists of (i) 2,000,000,000 Parent Shares, (ii) 92,363,616 shares of Class B common stock, par value $0.0005 per share ("**Parent Class B Shares**"), and (iii) 100,000,000 shares of preferred stock, par value $0.0005 per share ("**Parent Preferred Shares**"). As of the Measurement Date, (A) 1,030,596,521 Parent Shares were issued and outstanding, (B) 51,345,016 Parent Shares were reserved and available for issuance under the Parent Equity Plan and there were outstanding awards with respect to 25,098,018 Parent Shares subject to issuance upon vesting of Parent restricted stock units, 8,615,785 Parent Shares subject to issuance upon vesting of performance-based stock units (assuming achievement of applicable performance objectives at maximum levels) and 3,178,207 Parent Shares subject to issuance upon exercise of options to purchase Parent Shares, (C) no Parent Class B Shares were issued and outstanding and (D) no shares of Parent Preferred Shares were issued or outstanding. As of the Measurement Date, 658,100 Parent Shares were subject to outstanding purchase rights under the CrowdStrike Holdings, Inc. Amended and Restated 2019 Employee Stock Purchase Plan. All outstanding shares of capital stock of Parent have been duly authorized and validly issued, fully paid and nonassessable and free of preemptive rights.

(b) There are no outstanding bonds, debentures, notes or other Indebtedness of Parent having the right to vote (or convertible into, or exchangeable or exercisable for, securities having the right to vote) on any matters on which stockholders of the Parent may vote. As of the Measurement Date, except as set forth in this Section 5.05, there were no outstanding (i) shares of capital stock or other voting securities of or ownership interests in Parent, (ii) securities of Parent convertible into or exchangeable or exercisable for shares of capital stock or other voting securities of or ownership interests in Parent, (iii) warrants, calls, options, subscriptions, commitments, Contracts or other rights to acquire from Parent, or other obligation of Parent to issue, any capital stock or other voting securities of, or ownership interests in, or any securities convertible into or exchangeable or exercisable for capital stock or other voting securities of or ownership interests in, Parent or (iv) restricted shares, stock appreciation rights, performance shares or units, contingent value rights, "phantom" stock or similar securities or rights, in each case issued or granted by Parent or any of its Subsidiaries, that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of, or ownership interests in, Parent (the items in clauses (i) through (iv), including, for the avoidance of doubt, the Parent Shares, being referred to collectively as the "**Parent Securities**"). Neither Parent nor any of its Subsidiaries is a party to any voting agreement with respect to the voting, registration or transfer of any Parent Securities.

(c) The Parent Shares to be issued as part of the Merger Consideration have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will have been validly issued and will be fully paid and nonassessable and the issuance thereof is not subject to any preemptive or other similar right.

Section 5.06. *Subsidiaries*. (a) Each Subsidiary of Parent is an entity duly incorporated or otherwise duly organized, validly existing and (where applicable) in good standing under the laws of its jurisdiction of incorporation or organization, has all corporate, limited liability company or comparable powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted, except for those licenses, authorizations, permits, consents and approvals the absence of which has not had and would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. Each such Subsidiary is duly qualified to do business as a foreign entity and is in good standing (with respect to jurisdictions that recognize such concept) in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(b) As of the date hereof, there were no issued, reserved for issuance or outstanding (i) securities of Parent or any of its Subsidiaries convertible into, or exchangeable for, shares of capital stock or other voting securities of, or ownership interests in, any of its Subsidiaries, (ii) warrants, calls, options or other rights to acquire from Parent or any of its Subsidiaries, or other obligations of Parent or any of its Subsidiaries to issue, any capital stock or other voting securities of, or ownership interests in, or any securities convertible into, or exchangeable for, any capital stock or other voting securities of, or ownership interests in, any Subsidiary of Parent or (iii) restricted shares, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or other voting securities of, or ownership interests in, any Subsidiary of Parent (the items in clauses (i) through (iii) being referred to collectively as the "**Parent Subsidiary Securities**"). As of the date hereof, there are no outstanding obligations of Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Parent Subsidiary Securities.

(c) All of the issued and outstanding shares of common stock of Merger Sub are, and at the Effective Time will be, owned by Parent. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement and, prior to the Effective Time, Merger Sub will have engaged in no business and have no liabilities or obligations other than in connection with such transactions. Merger Sub has no Subsidiaries.

Section 5.07. *SEC Filings and the Sarbanes-Oxley Act*. (a) Since the Applicable Date, Parent has timely filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed or furnished by Parent (collectively, together with any exhibits and schedules thereto and other information incorporated therein, as they may have been supplemented, modified or amended since the date of filing, the "**Parent SEC Documents**"). No Subsidiary of Parent is, and since the Applicable Date, no Subsidiary of Parent has been, required to file any reports, schedules, forms, statements or other documents with the SEC. As of the date of this Agreement, (i) there are no outstanding or unresolved written comments from the SEC with respect to the Parent SEC Documents and (ii) to Parent's Knowledge, none of the Parent SEC Documents filed on or prior to the date hereof is the subject of ongoing SEC review.

(b) As of its filing date (or, if amended or superseded by a filing, on the date of such filing), each Parent SEC Document complied, and each Parent SEC Document filed subsequent to the date hereof will comply, as to form in all material respects with the applicable requirements of the NASDAQ, the 1933 Act, the 1934 Act, the Sarbanes-Oxley Act and the rules and regulations of the SEC promulgated under the 1933 Act, the 1934 Act and the Sarbanes-Oxley Act, as the case may be.

(c) As of its filing date (or, if amended or superseded by a filing, on the date of such filing), each Parent SEC Document filed pursuant to the 1934 Act did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Each Parent SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the 1933 Act, as of the date such registration statement or amendment became effective, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) Parent has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the 1934 Act) as required by Rule 13a-15 or 15d-15, as applicable, under the 1934 Act. Such disclosure controls and procedures are reasonably designed to ensure that all material information required to be disclosed by Parent in the reports that it files or furnishes under the 1934 Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Parent's internal control over financial reporting is in compliance with the applicable requirements of Section 404 of the Sarbanes-Oxley Act, and Parent's internal control over financial reporting is effective. Since the Applicable Date, neither Parent nor, to the Knowledge of Parent, Parent's independent registered accountant has identified or been made aware of (i) any significant deficiencies or material weaknesses in the design or operation of Parent's internal control over financial reporting that are reasonably expected to adversely affect Parent's ability to record, process, summarize or report financial information or (ii) any fraud, whether or not material, that involves the management or other employees of Parent who have a significant role in Parent's internal control over financial reporting. Since the Applicable Date, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no material concerns from any employees of Parent regarding questionable accounting or auditing matters, have been received by Parent. As of the date of this Agreement, there have not been, since the Applicable Date, any material complaints or concerns made through Parent's whistleblower hot line or equivalent system for receipt of employee concerns regarding possible violations of law, that remain outstanding or unresolved.

(f) Neither Parent nor any of its Subsidiaries has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any executive officer (as defined in Rule 3b-7 under the 1934 Act) or director of Parent in violation of Section 402 of the Sarbanes-Oxley Act.

(g) Parent has complied in all material respects with (i) the applicable provisions of the Sarbanes-Oxley Act and (ii) the applicable listing and corporate governance rules and regulations of the NASDAQ.

(h) Each of the principal executive officer and principal financial officer of Parent (or each former principal executive officer and principal financial officer of Parent, as applicable) has made all certifications required by Rules 13a-14 and 15d-14 under the 1934 Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and the NASDAQ, and the statements contained in any such certifications are complete and correct.

Section 5.08. *Financial Statements*. The audited consolidated financial statements and unaudited consolidated interim financial statements of Parent included or incorporated by reference in the Parent SEC Documents (including all related notes and schedules thereto) (a) as of their respective dates of filing with the SEC complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, and (b) fairly present in all material respects, in conformity with GAAP (except, in the case of unaudited consolidated interim financial statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis (except as may be indicated therein or in the notes thereto), the consolidated financial position of Parent and its consolidated Subsidiaries as of the dates thereof and their consolidated results of operations, comprehensive loss and cash flows for the periods then ended (subject to normal year-end audit adjustments in the case of any unaudited interim financial statements).

Section 5.09. *Disclosure Documents*. The Registration Statement, and any amendments or supplements thereto, when filed, will comply as to form in all material respects with the applicable requirements of the 1933 Act. At the time the Registration Statement or any amendment or supplement thereto becomes effective, the Registration Statement, as amended or supplemented, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The information supplied by Parent in writing for inclusion or incorporation by reference in the Proxy Statement/Prospectus or any amendment or supplement thereto shall not, at the time the Proxy Statement/Prospectus or any amendment or supplement thereto is first mailed to stockholders of the Company and at the time of the Requisite Company Vote, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties contained in this Section 5.09 will not apply to statements or omissions included or incorporated by reference in the Registration Statement or Proxy Statement/Prospectus or any amendment or supplement thereto based upon information furnished by the Company or any of its representatives or advisors in writing specifically for use or incorporation by reference therein.

Section 5.10. *Tax Treatment*. Neither Parent nor any of its Subsidiaries has taken or agreed to take any action, or has Knowledge of any fact or circumstance, that could reasonably be expected to prevent or impede the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 5.11. *Absence of Certain Changes*. Since the Parent Balance Sheet Date, there has not been any event, change, occurrence, development or state of circumstances or facts that has had a Parent Material Adverse Effect.

Section 5.12. *Ownership of Company Shares*. (a) Neither Parent nor any of its Subsidiaries (including Merger Sub but excluding any pension or benefit plan sponsored, managed or advised by Parent, its Subsidiaries or their respective employees) owns or has owned at any time in the three years preceding the date of this Agreement any Company Shares beneficially or of record, and (b) none of Parent, Merger Sub or any of their respective "affiliates" or "associates" is, or at any time during the three years preceding the date of this Agreement has been, an "interested stockholder" of the Company, in each case as defined in Section 203 of the DGCL.

Section 5.13. *Litigation*. There is no, and since the Applicable Date has been no, Action pending (i) in which Parent or any of its Subsidiaries is a claimant or a plaintiff or (ii) against, threatened in writing against or, to the Knowledge of Parent, otherwise threatened against, Parent, any of its Subsidiaries, any present or former officer, director or employee of Parent or any of its Subsidiaries or any Person for whom Parent or any of its Subsidiaries may be liable or any of their respective properties before (or, in the case of threatened Actions, would be before) or by any Governmental Authority or arbitrator, in each case of clauses (i) and (ii), that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Since the Applicable Date, there has been no material allegation of fraud or malfeasance involving Parent, any of its Subsidiaries or any of their respective assets and no internal investigation has been conducted by Parent or the Parent Board (or any committee thereof) concerning any material allegations of fraud or malfeasance involving any executive officer of Parent or member of the Parent Board.

Section 5.14. *Compliance with Laws, Permits and Court Orders*. (a) Parent and each of its Subsidiaries is, and, since the Applicable Date, has been, in compliance with, is not, to the Knowledge of Parent, under investigation with respect to, and has not been threatened in writing to be charged with or given notice of any violation of, any Applicable Law, except for failures to comply or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. There is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against Parent or any of its Subsidiaries: (i) that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; or (ii) that is outstanding as of the date hereof and that in any manner seeks to prevent, enjoin, alter or materially delay the Merger or any of the other transactions contemplated hereby.

Section 5.15. *No Other Representations or Warranties*.

(a) Except for the representations and warranties made in this Article 5, as qualified by the Parent Disclosure Schedule, or any certificate delivered pursuant to this Agreement, neither Parent, Merger Sub nor any other Person makes any express or implied representation or warranty with respect to Parent or its Subsidiaries or their respective businesses, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement, the Merger or the transactions contemplated hereby, and Parent hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, except as expressly provided in this Article 5, as qualified by the Parent Disclosure Schedule, or any certificate delivered pursuant to this Agreement, neither Parent, Merger Sub nor any other Person makes or has made any representation or warranty to the Company or any of its Affiliates or Representatives with respect to (i) any financial projection, forecast, estimate, budget or prospect information relating to Parent or any of its Subsidiaries or their respective businesses; or (ii) any oral or written information presented to the Company or any of its Affiliates or Representatives in the course of its due diligence investigation of Parent, the negotiation of this Agreement, or in the course of the Merger or the transactions contemplated hereby.

(b) Each of Parent and Merger Sub acknowledges and agrees that the representations and warranties by the Company set forth in this Agreement constitute the sole and exclusive representations and warranties of the Company in connection with the transactions contemplated hereby, and each of Parent and Merger Sub understands, acknowledges and agrees that all other representations and warranties of any kind or nature, whether express, implied or statutory, are specifically disclaimed by the Company. Each of Parent and Merger Sub further acknowledges and agrees that, in entering into this Agreement, it has relied solely on its own independent investigation, analysis and evaluation of the Company and its Subsidiaries and the representations and warranties expressly set forth in Article 4, as qualified by the Company Disclosure Schedule, and in any certificate delivered pursuant to this Agreement, and has not relied on any representation or warranty or other statement by or on behalf of the Company or any of its Representatives (including in any presentation by the Company's management) or any other materials, statements or information furnished or made available to Parent, Merger Sub or their Representatives including in any electronic data room hosted by or on behalf of the Company (including as to the accuracy or completeness of any such information, including any projections, furnished or made available to Parent, Merger Sub or their Representatives), other than the representations and warranties expressly set forth in Article 4, as qualified by the Company Disclosure Schedule, and in any certificate delivered pursuant to this Agreement. In connection with their due diligence investigation of the Company, Parent and Merger Sub have received and may continue to receive after the date hereof from the Company certain estimates, projections, forecasts and other forward-looking information regarding the Company and its businesses and operations. Parent and Merger Sub acknowledge that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements and Parent and Merger Sub will have no claim against the Company with respect thereto unless any such information is expressly included in a representation or warranty contained in this Agreement.

ARTICLE 6
COVENANTS OF THE COMPANY

The Company agrees that:

Section 6.01. Conduct of the Company. During the period from the date hereof until the Effective Time, except (i) with the prior written consent of Parent in each instance (which consent shall not be unreasonably withheld, delayed or conditioned), (ii) as required by Applicable Law, (iii) as otherwise expressly contemplated or permitted by this Agreement, or (iv) as set forth in Section 6.01 of the Company Disclosure Schedule, (A) the Company shall, and shall cause each of its Subsidiaries to, use reasonable best efforts to (1) conduct its business in the ordinary course of business in all material respects, (2) preserve substantially intact its present business organization, employee base, Material Contracts and material Permits, (3) keep available the services of the members of the Company Board and the Company's executive officers, and (4) preserve satisfactory business relationships with its material customers, suppliers, licensors, licensees and others having material business relationships with it; *provided, however,* that no action by the Company or its Subsidiaries to the extent expressly permitted by any of Section 6.01(a) through Section 6.01(v) shall be deemed a breach of clause (A) herein unless such action would constitute a breach of another provision of this Section 6.01, and (B) the Company shall not, and shall cause its Subsidiaries to not:

(a) amend its certificate of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise);

(b) enter into any new line of business outside the existing business of the Company and its Subsidiaries as of the date of this Agreement;

(c) (i) adjust, split, combine, subdivide or reclassify any shares of its capital stock, (ii) declare, authorize, establish a record date for, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its capital stock (including any Company Shares), except for dividends by any of its wholly-owned Subsidiaries or (iii) redeem, repurchase or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock (including any Company Shares), Company Securities or any Company Subsidiary Securities, other than (A) the withholding of equity securities to satisfy the payment of exercise price or tax obligations with respect to awards granted pursuant to any Equity Plans existing as of the date of this Agreement, (B) the acquisition by the Company of awards granted pursuant to any Equity Plans prior to the date hereof or otherwise in accordance with this Agreement in connection with the forfeiture of such awards or (C) as permitted by the terms of the 2028 Capped Calls and in accordance with Section 8.11;

(d) (i) issue, deliver, sell, dispose, encumber, grant, confer, award or authorize the issuance, delivery, sale, disposal, encumbrance, grant, conferral or award of, any Company Securities or Company Subsidiary Securities, other than the issuance (A) of any Company Shares upon settlement of Company RSUs or Company Performance Units that are outstanding on the date of this Agreement in accordance with the terms of those equity-based awards on the date of this Agreement, (B) of any Company Shares upon the exercise of Company Options that are outstanding on the date of this Agreement in accordance with the terms of the Company Options on the date of this Agreement, (C) of any Company Subsidiary Securities to the Company or any other wholly owned Subsidiary of the Company, (D) of Company Shares under the ESPP in accordance with Section 2.04(f) (it being understood that the lapse of restrictions on Company Restricted Shares outstanding on the date of this Agreement in accordance with their terms as in effect on the date of this Agreement shall not be restricted by this clause (d)), and (E) of any Company Shares resulting from the conversion of the 2028 Notes in accordance with Section 8.11; or (ii) amend or otherwise change any term of any Company Security or any Company Subsidiary Security (in each case, whether by merger, consolidation or otherwise);

(e) incur or make or authorize payment of, accrual or commitment for, any capital expenditures or any obligations or liabilities in respect thereof, except any capital expenditure contemplated by Section 6.01(e) of the Company Disclosure Schedule;

(f) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any assets, securities, properties, interests or businesses, other than (i) acquisitions in the ordinary course of business (excluding of persons or businesses (or all or substantially all of the assets thereof) or equity interests), (ii) pursuant to an agreement of the Company or any of its Subsidiaries in effect on the date of this Agreement that is made available to Parent, or (iii) acquisitions of persons or businesses (or all or substantially all of the assets thereof) or equity interests for which the consideration is less than $25,000,000 in the aggregate; *provided* that in no event shall the consideration for any acquisition permitted by this clause (f) consist of, in whole or in part, any Company Securities or Company Subsidiary Securities (including any contingent or deferred consideration payable in, or settled by reference to, Company Securities or Company Subsidiary Securities);

(g) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(h) sell, lease, license or otherwise transfer, or dispose of, mortgage, sell and lease back or otherwise, or create or incur any Lien on, any of the Company's or its Subsidiaries' material assets, securities, properties, interests or businesses or other material interests therein whether tangible or intangible (including securitizations) other than (i) with respect to Intellectual Property, (ii) sales of or disposals of obsolete or worthless assets at the end of their scheduled retirement, (iii) pursuant to Contracts in effect on the date hereof that have been made available to Parent, (iv) Permitted Liens, and (v) transfers among the Company and its wholly owned Subsidiaries, or among the wholly owned Subsidiaries of the Company;

(i) sell, assign, license, sublicense, transfer, convey, abandon, or incur any Lien (other than Permitted Liens) on, or otherwise dispose of or fail to maintain, enforce or protect, any material Company IP or other Intellectual Property used or held for use by the Company or any of its Subsidiaries (except for Standard Licenses);

(j) make any loans, advances or capital contributions to, or investments in, any other Person, other than (i) in the ordinary course of business, or (ii) acquisitions permitted by clause (f);

(k) create, incur, assume, refinance or otherwise become liable with respect to any Indebtedness for borrowed money or guarantees thereof or any letters of credit obligations, credit facilities or similar instruments, other than (i) Indebtedness for borrowed money among the Company and its Subsidiaries or among Subsidiaries of the Company, or guarantees thereof, or (ii) borrowings under the Company's existing credit card arrangements in effect as of the date hereof in the ordinary course of business;

(l) (i) amend, modify or voluntarily terminate any Material Contract (or any Contract that, if existing on the date hereof, would be a Material Contract) in any manner that would be material to the Company and its Subsidiaries, taken as a whole, (ii) enter into any Contract that would constitute a Material Contract of the type referred to in clauses (iii), (iv), (v), (vi), (vii), (ix), (xiii), (xvii), (xix), (xxii) or (xxiii) of Section 4.22(a) if it were in effect on the date of this Agreement or any other Material Contract outside of the ordinary course of business, or (iii) otherwise waive, release or assign any material rights, claims or benefits of the Company or any of its Subsidiaries, taken as a whole, under any Material Contracts (excluding, in each case, any Real Property Leases, which shall be subject to Section 6.01(r));

(m) except (A) as required under the terms of any Employee Plan as in effect on the date hereof, and (B) with respect to any Service Provider with any title below Director to the extent in the ordinary course of business (i) grant, increase or accelerate the vesting, funding or payment of any form of compensation or benefits payable by the Company or any Subsidiary thereof, (ii) enter into, or allow for the participation in, any change in control, severance, retention or transaction-related incentive agreement or arrangements with, including, without limitation, adding any new participants to the Company's Change in Control and Severance Policy or similar plan or policy (including, without limitation, any Senior Vice Presidents or Vice Presidents who do not currently participate), or grant any equity or equity-linked awards or amend or modify the terms of any outstanding incentive equity or equity-linked awards or any other material new or enhanced bonus, commission or incentive compensation to, any current or former Service Provider, (iii) establish, adopt, terminate or amend in any material respect any Employee Plan (or any plan, program, arrangement, practice or agreement that would be an Employee Plan if it were in existence on the date of this Agreement) other than the renewal of health and welfare benefits in the ordinary course of business that do not materially increase costs, (iv) forgive, issue or advance any loans to any current or former Service Provider, (v) waive or release any noncompetition, non-solicitation, no-hire, nondisclosure or other restrictive covenant obligation of any current or former Service Provider, (vi) terminate, promote or hire any Service Provider (other than any termination of any Service Provider for "cause") or (vii) enter into, negotiate, materially modify or extend any Collective Bargaining Agreement or recognize any labor union as the representative of any Service Providers;

(n) implement or announce any closings, employee layoffs, furloughs, reductions-in-force, reduction in terms and conditions of employment, or other personnel actions that could implicate WARN;

(o) (A) change in any respect the Company's methods of accounting, except as required by changes in GAAP or in Regulation S-X of the 1934 Act, as agreed to by its independent public accountants, (B) change its fiscal year or (C) change in any material respect its internal accounting controls or disclosure controls and procedures;

(p) settle, release, waive, discharge or compromise, or offer or propose to settle, release, waive, discharge or compromise, any Action or threatened Action (excluding any Action or threatened Action relating to Taxes, which shall be subject to Section 6.01(q)) involving or against the Company or any of its Subsidiaries that results in a payment obligation (net of insurance proceeds) of the Company or any of its Subsidiaries in excess of $2,500,000 individually or $25,000,000 in the aggregate, or that imposes any material restrictions or limitations upon the assets, operations or business of the Company or any of its Subsidiaries or equitable or injunctive remedies or the admission of any criminal wrongdoing;

(q) (i) make (other than in a manner consistent with past practice), change or revoke any material election with respect to Taxes, (ii) file any amended material Tax Return, (iii) settle or compromise any material Tax claim, audit or assessment, (iv) prepare and file any material Tax Return in a manner inconsistent with past practice in any material respect, (v) adopt or change any material Tax accounting method, (vi) change any Tax accounting period, (vii) enter into any closing agreement with respect to any material Tax or surrender any right to claim a material Tax refund, offset or reduction in Tax, (viii) request or obtain any ruling or grant with respect to Taxes or Tax matters or (ix) consent to any extension or waiver of the limitations period applicable to any material Tax claim or assessment (other than any such extensions or waivers automatically granted for no more than seven months);

(r) enter into, amend, renew or extend (or fail to exercise any renewal or extension option thereunder except in the ordinary course of business), or modify a Real Property Lease for Leased Real Property or terminate any Real Property Lease for Leased Real Property (except any termination that shall occur at the end of the maximum term of such Real Property Lease in accordance with the current terms of such lease or in connection with a casualty or condemnation);

(s) (i) except where otherwise required by Applicable Data Protection Requirements, change any posted privacy policy of the Company or any of its Subsidiaries in any manner materially adverse to the rights or obligations of the Company or its Subsidiaries under such policy or (ii) materially diminish the standards of data and system security used for any material IT Assets used by the Company or any of its Subsidiaries;

(t) enter into any agreement with respect to the voting of its capital stock;

(u) notwithstanding anything to the contrary in this Agreement or in the Company Disclosure Schedule (other than the exceptions set forth in subclause (A) through (D) of Section 6.01(d)), issue, deliver, sell, grant or authorize the issuance, delivery, sale or grant of any Company Securities, if, after giving effect thereto, the aggregate number of Company Shares issued, or issuable upon the exercise, settlement or conversion of Company Securities issued, after the date of this Agreement would exceed a number of Company Shares equal to the sum of the Aggregate Equity Cap (as such term is defined in the Company Disclosure Schedule) *plus* the total number of Company Shares that can be purchased pursuant to the ESPP in accordance with Section 2.04(f)(iv); or

(v) agree, resolve or commit to do any of the foregoing.

If the Company or any of its Subsidiaries desires to take an action which would be prohibited pursuant to this Section 6.01 without the consent of Parent, the Company or such Subsidiaries may request such consent by sending an email to one of the individuals set forth on Section 6.01 of the Parent Disclosure Schedule irrespective of the procedures outlined in Section 11.01. Any of the individuals listed in Section 6.01 of the Parent Disclosure Schedule may grant consent on behalf of Parent by email.

Section 6.02. *Access to Information*. (a) From the date hereof until the Effective Time and subject to Applicable Law and notwithstanding anything to the contrary in the Confidentiality Agreement dated as of June 18, 2026 between the Company and Parent (the "**Confidentiality Agreement**"), the Company shall (and shall cause its Subsidiaries to), upon reasonable prior written notice, (i) provide Parent or its Representatives reasonable access to the Representatives and offices, properties, books and records, work papers and other documents of the Company and its Subsidiaries (including existing financial and operating data relating to the Company and its Subsidiaries) and to Service Providers and (ii) furnish reasonably promptly to Parent and its Representatives such information concerning its respective business, personnel, assets, liabilities, facilities and properties as Parent and its Representatives may reasonably request, including copies of such existing information, in each case, solely for purposes reasonably related to the consummation of the transactions contemplated by this Agreement (including transition and integration planning or the post-Closing operation of the Surviving Corporation and its Subsidiaries). Any investigation pursuant to this Section 6.02 shall be conducted during normal business hours and in such manner as not to interfere unreasonably with the conduct of the business of the Company and its Subsidiaries. Notwithstanding anything to the contrary herein, (x) the Company shall not be required to, or to cause any of its Subsidiaries to, grant access or furnish information to Parent or any of its Representatives to the extent that such information is subject to an attorney-client privilege or the attorney work product doctrine or that such access or the furnishing of such information is prohibited by Applicable Law (including Antitrust Laws) or an existing Contract or agreement or the request for access or information is unduly burdensome, voluminous or unreasonable (whether as to scope, frequency or otherwise), (y) Parent shall not have access to personnel records of the Company or any of its Subsidiaries relating to individual performance or evaluation records, medical histories or other information that in the Company's good faith opinion the disclosure of which could subject the Company or any of its Subsidiaries to a material risk of liability and (z) the Company shall not be required to permit or facilitate any disruptive, invasive or intrusive testing, assessment, investigation or any soil, air or groundwater sampling, including, without limitation, any Phase I or Phase II environmental assessments; provided that in each case of clauses (x) and (y), the Company shall inform Parent as to the general nature of what is being withheld as a result thereof and use its reasonable best efforts to provide such information in a manner that does not result in any such violation or exposure. Parent agrees that it will not, and will cause its Representatives not to, use any information obtained pursuant to this Section 6.02 for any purpose unrelated to the consummation of the transactions contemplated by this Agreement. No information or Knowledge obtained by Parent in any investigation pursuant to this Section 6.02 shall affect or be deemed to modify any representation or warranty made by the Company hereunder or to operate as a noncompete obligation against Parent and its Subsidiaries. Any access to any real property subject to a Real Property Lease shall be subject to the Company's reasonable security measures and the requirements of the applicable Real Property Lease.

(b) Each party agrees that notwithstanding anything to the contrary set forth therein, the Confidentiality Agreement shall continue in full force and effect until the Closing Date. If for any reason this Agreement is terminated prior to the Closing Date, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms.

Section 6.03. *No Solicitation; Other Offers*. (a) From the date hereof until the Effective Time, the Company shall not, shall cause its Subsidiaries, executive officers and the members of the Company Board not to, shall use its reasonable best efforts to cause its investment bankers, financial advisors and legal counsel not to, and shall not authorize or direct any of its other Representatives to, directly or indirectly, (i) solicit, initiate or knowingly facilitate or knowingly encourage the submission by a Third Party of any Acquisition Proposal, (ii) enter into, engage in or participate in any discussions or negotiations with, furnish any information relating to the Company or any of its Subsidiaries or afford access to the business, properties, assets, books, records, work papers and other documents related to the Company or any of its Subsidiaries to, otherwise knowingly cooperate in any way with, or knowingly assist, facilitate or encourage any effort by any Third Party, in each case, in connection with or in response to an Acquisition Proposal, or any proposal that would reasonably be expected to lead to an Acquisition Proposal, (iii) enter into any oral or written or binding or non-binding agreement in principle, letter of intent, term sheet, merger agreement, acquisition agreement, option agreement or other similar instrument relating to an Acquisition Proposal or (iv) otherwise commit or agree to do any of the foregoing; provided that, notwithstanding anything to the contrary in this Agreement, the Company or any of its Representatives may, (A) in response to an unsolicited inquiry or proposal, seek to clarify the terms and conditions of such inquiry or proposal and (B) in response to an inquiry or proposal from a Third Party, inform a Third Party or its Representative of the restrictions imposed by the provisions of this Section 6.03. The Company shall not release or permit the release of any Person from, or waive or permit the waiver of, any standstill or similar agreement with respect to any class of equity securities of the Company or any of its Subsidiaries, and will enforce or cause to be enforced each such agreement in accordance with its terms; provided, however, that the Company may waive or fail to enforce any provision of such standstill or similar agreement of any Person if the Company Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with its fiduciary duties to the Company's stockholders under Applicable Law. It is agreed that if (i) any Subsidiary of the Company, any executive officer of the Company or any member of the Company Board takes any action or (ii) the Company authorizes or directs, or the Company is made aware of and does not subsequently use its reasonable best efforts to prohibit or terminate, an action by one of its other Representatives and, in each case, such action would constitute a breach of this Section 6.03 if taken by the Company prior to the termination of this Agreement, then such action will be deemed to constitute a breach by the Company of this Section 6.03.

(b) Except as permitted by Section 6.03(c), the Company Board, including any committee thereof, agrees it will not (i) qualify, withdraw or modify in a manner adverse to Parent or Merger Sub, or propose publicly to qualify, withdraw or modify in a manner adverse to Parent or Merger Sub, the Company Board Recommendation, (ii) adopt, endorse, approve or recommend, or propose publicly to adopt, endorse, approve or recommend, any Acquisition Proposal, or resolve to take any such action, (iii) publicly make any recommendation in connection with a tender offer or exchange offer by a Third Party other than a recommendation against such offer or a "stop, look and listen" communication by the Company Board of the type contemplated by Rule 14d-9(f) under the 1934 Act, (iv) other than with respect to a tender or exchange offer described in clause (iii), following the date any Acquisition Proposal or any material modification thereto is first publicly announced, fail to issue a press release reaffirming the Company Board Recommendation within five Business Days (or, if earlier, at least one Business Day prior to the Company Meeting) (*provided* that the Company shall not be required to reaffirm more than once per Acquisition Proposal unless the terms of such Acquisition Proposal change in any material respect) or (v) fail to include the Company Board Recommendation in the Proxy Statement/Prospectus when disseminated to the Company's stockholders (any of the foregoing in these clauses (i) through (v), an "**Adverse Recommendation Change**"). Notwithstanding the foregoing, private and confidential deliberations, in and of themselves, of the Company Board with respect to an actual or potential Adverse Recommendation Change, Intervening Event, Acquisition Proposal or Superior Proposal (and any notice to Parent in respect of any foregoing), will not constitute an Adverse Recommendation Change or violate this Section 6.03.

(c) Exceptions. Notwithstanding Section 6.03(a) and Section 6.03(b), at any time prior to the receipt of the Requisite Company Vote:

(i) the Company, directly or indirectly through its Representatives, may (A) engage in the activities prohibited by clauses (i) through (iv) of Section 6.03(a) with any Third Party and its Representatives that has made or delivered, after the date of this Agreement, a bona fide, written Acquisition Proposal that did not result from a material breach of Section 6.03(a) that the Company Board determines in good faith, after consultation with its outside legal counsel and financial advisors, is, or would be reasonably expected to lead to, a Superior Proposal and (B) furnish to such Third Party or its Representatives non-public information relating to the Company or any of its Subsidiaries and afford access to the business, properties, assets, books or records of the Company or any of its Subsidiaries pursuant to a confidentiality agreement (a copy of which shall be provided for informational purposes only to Parent) with such Third Party with terms no less favorable to the Company than those contained in the Confidentiality Agreement (it being understood that any such confidentiality agreement need not contain any "standstill" or similar provisions); *provided* that all such information (to the extent that such information has not been previously provided or made available to Parent or its Representatives) is provided or made available to Parent, as the case may be, prior to or substantially concurrently with the time it is provided or made available to such Third Party or its Representatives; and

(ii) subject to compliance with Section 6.03(e), the Company Board may (A) following receipt of a bona fide, written Acquisition Proposal that did not result from a material breach of Section 6.03(a) that the Company Board determines in good faith, after consultation with its outside legal counsel and financial advisors, constitutes a Superior Proposal, make an Adverse Recommendation Change or terminate this Agreement pursuant to and in accordance with Section 10.01(d)(i) in order to enter into a definitive agreement for such Superior Proposal or (B) in response to events, changes or developments in circumstances that are material to the Company and its Subsidiaries, taken as a whole, that were not known to the Company Board, or if known, the consequences of which were not reasonably foreseeable, in each case as of or prior to the date hereof, and that become known to the Company Board prior to the receipt of the Requisite Company Vote (an "**Intervening Event**"), make an Adverse Recommendation Change; *provided* that in no event shall any of the following constitute or contribute to an Intervening Event: (A) any action taken by the parties pursuant to the affirmative covenants set forth in Section 8.01, or the consequences of any such action; (B) the fact that the Company meets or exceeds any internal or published projections, estimates or expectations of the Company's revenue, earnings or other financial performance or results of operations for any period; *provided* that any underlying Effect that is the cause thereof may be taken into account unless otherwise excluded from this definition of "Intervening Event"; (C) the fact that Parent fails to meet or exceed any internal or published projections, estimates or expectations of Parent's revenue, earnings or other financial performance or results of operations for any period; *provided* that any underlying Effect that is the cause thereof may be taken into account unless otherwise excluded from this definition of "Intervening Event"; (D) changes in the Company Share price or Parent Share price, *provided* that any underlying Effect that is the cause thereof may be taken into account unless otherwise excluded from this definition of "Intervening Event"; or (E) the receipt, existence or terms of any Acquisition Proposal or any inquiry, offer, request or proposal that would reasonably be expected to lead to an Acquisition Proposal, or the consequences thereof;

in each case referred to in the foregoing clauses (i) and (ii), only if the Company Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with its fiduciary duties under Applicable Law. In addition, nothing in this Agreement shall prevent the Company Board from (x) complying with Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A under the 1934 Act with regard to an Acquisition Proposal or (y) making any disclosure to the stockholders of the Company with regard to an Acquisition Proposal that the Company Board determines in good faith, after consultation with outside legal counsel, is required by Applicable Law, in each case so long as any action taken or statement made to so comply is consistent with this Section 6.03, it being understood that none of the foregoing will constitute an Adverse Recommendation Change only if it includes an express reaffirmation of, and does not include any adverse amendment, withdrawal, alteration, modification or qualification of, the Company Board Recommendation (other than a "stop, look and listen" communication of the type contemplated by Rule 14d-9(f) under the 1934 Act).

(d) Required Notices. The Company shall notify Parent promptly (but in no event later than 24 hours) after receipt by the Company (or, to the knowledge of any members of the Company Board or any executive officer of the Company, any of its Representatives) of any Acquisition Proposal or any request for information relating to the Company or any of its Subsidiaries with respect to any Acquisition Proposal or for access to the business, properties, assets, books, records, work papers or other documents relating to the Company or any of its Subsidiaries by any Third Party that has indicated it may be considering making, or has made, an Acquisition Proposal. Such notice shall identify the Third Party making, and the terms and conditions of, any such Acquisition Proposal, indication or request. The Company shall keep Parent reasonably informed, on a reasonably current basis, of the status and details of any such Acquisition Proposal, indication or request and shall promptly (but in no event later than 24 hours after receipt as provided above) provide to Parent copies of all substantive correspondence and written materials sent or provided to the Company or any of its Subsidiaries that describes any terms or conditions of any Acquisition Proposal (as well as written summaries of any oral communications addressing such matters). Any material amendment to any Acquisition Proposal will be deemed to be a new Acquisition Proposal for purposes of the Company's compliance with this Section 6.03(d).

(e) Last Look. Further, the Company Board shall not take any of the actions referred to in Section 6.03(c)(ii), unless (i) the Company notifies Parent, in writing at least four Business Days before taking that action, of its intention to do so, specifying in reasonable detail the reasons therefor (which notice shall not, in and of itself, constitute an Adverse Recommendation Change), attaching (A) in the case of a Superior Proposal, the most current version of the proposed agreement under which such Superior Proposal is proposed to be consummated and identifying the Third Party making the Acquisition Proposal or (B) in the case of an Intervening Event, a reasonably detailed description of such Intervening Event, (ii) the Company has negotiated, and has caused its Representatives to negotiate in good faith with Parent (to the extent Parent wishes to negotiate) during such notice period any revisions to the terms of this Agreement that Parent proposes and (iii) following the end of such notice period, the Company Board shall have determined, in consultation with outside legal counsel and its financial advisor, and giving due consideration to such revisions proposed by Parent, that (A) in the case of a Superior Proposal, such Superior Proposal would nevertheless continue to constitute a Superior Proposal (assuming such revisions proposed by Parent were to be given effect) (it being understood and agreed that any amendment to the financial terms or other material terms of such Superior Proposal shall require new written notification from the Company with respect to such Superior Proposal; *provided* that for the purposes of such new notification the reference to "four Business Days" in Section 6.03(e)(i) shall be deemed to be "two Business Days") and (B) in the case of an Adverse Recommendation Change to be made pursuant to an Intervening Event, such Intervening Event would nevertheless necessitate the need for such Adverse Recommendation Change (it being understood and agreed that any material change to the facts and circumstances relating to such Intervening Event shall require new written notification from the Company with respect to such Intervening Event; *provided* that for the purposes of any such new notification the reference to "four Business Days" in Section 6.03(e)(i) shall be deemed to be "two Business Days"), and, in either case, the Company Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with its fiduciary duties under Applicable Law.

(f) Definition of Superior Proposal. For purposes of this Agreement, "**Superior Proposal**" means any *bona fide*, written Acquisition Proposal not solicited in material breach of Section 6.03(a) (but substituting "50%" for all references to "20%" in the definition of Acquisition Proposal) by any Person or group (other than Parent or any of its Subsidiaries), (i) on terms that the Company Board determines in good faith after consultation with outside counsel and its financial advisor are more favorable to the Company's stockholders than the Merger, taking into account the terms and conditions (including all financial, regulatory, financing, conditionality, legal and other terms and conditions) of such proposal and this Agreement (taking into account any revisions to the terms of this Agreement proposed by Parent in response to such Acquisition Proposal as contemplated by Section 6.03(e)), and (ii) that the Company Board determines is reasonably likely to be completed on the terms proposed, taking into account all financial, regulatory, financing, timing, conditionality, legal and other aspects of such proposal deemed relevant in good faith by the Company Board.

(g) Obligation of the Company to Terminate Existing Discussions. The Company shall, shall cause its Subsidiaries, executive officers and the members of the Company Board to, and shall use its reasonable best efforts to cause its investment bankers, financial advisors and legal counsel, to cease immediately and cause to be terminated, and shall not authorize or direct any of its other Representatives to engage in or continue, any and all existing activities, discussions or negotiations, if any, with any Third Party and its Representatives conducted prior to the date hereof with respect to any Acquisition Proposal. The Company shall promptly (and in any event within two Business Days of the execution of this Agreement) request that each Third Party to whom confidential information has been furnished or otherwise made available within the 12-month period prior to the date hereof in connection with its consideration of any Acquisition Proposal return or destroy all confidential information heretofore furnished to such Person by or on behalf of the Company or any of its Subsidiaries (and all analyses and other materials prepared by or on behalf of such Person that contains, reflects or analyzes that information), in accordance with the terms of any confidentiality agreements entered into in connection with the furnishing of such confidential information.

Section 6.04. *Updated Equity Awards Schedule*. Upon Parent's written request, the Company will provide Parent, within five Business Days of such request, a revised version of Section 4.05(a) of the Company Disclosure Schedule, updated as of the most recent practicable date; *provided* that Parent shall not request, and the Company shall not be obligated to provide, such revised version of Section 4.05(a) of the Company Disclosure Schedule more than once every thirty calendar days. Notwithstanding anything to the contrary in this Agreement, a breach of the obligations of the Company or Parent under this Section 6.04 will not be taken into account for purposes of determining whether any of the conditions set forth in Article 9 have been satisfied.

ARTICLE 7
COVENANTS OF PARENT

Parent agrees that:

Section 7.01. *Conduct of Parent*. During the period from the date hereof until the Effective Time, except (i) with the prior written consent of the Company in each instance (which consent shall not be unreasonably withheld, delayed or conditioned), (ii) as required by Applicable Law, (iii) as otherwise expressly contemplated or permitted by this Agreement, or (iv) as set forth in Section 7.01 of the Parent Disclosure Schedule, (A) Parent shall, and shall cause each of its Subsidiaries to use reasonable best efforts to (1) conduct its business in the ordinary course of business in all material respects, (2) preserve substantially intact its present business organization, employee base, Material Contracts and material Permits, (3) keep available the services of the members of the Parent Board and Parent's executive officers and (4) preserve satisfactory business relationships with its material customers, suppliers, licensors, licensees and others having material business relationships with it; *provided, however*, that no action by Parent or its Subsidiaries to the extent expressly permitted by any of Section 7.01(a) through 7.01(d) shall be deemed a breach of clause (A) herein unless such action would constitute a breach of another provision of this Section 7.01, and (B) Parent shall not, and shall cause its Subsidiaries to not:

(b) adopt or propose any change in the certificate of incorporation or bylaws of Parent in any manner that would be materially adverse to the Company or the Company's stockholders;

(c) adopt a plan or agreement of complete or partial liquidation or dissolution of Parent;

(d) declare, set aside or pay any dividend or other distribution payable in cash, stock or property with respect to Parent's capital stock (excluding, for the avoidance of doubt, stock buybacks and dividends and distributions by a direct or indirect wholly owned subsidiary of Parent to Parent or another wholly owned subsidiary of Parent);

(e) agree or commit to do any of the foregoing.

If Parent or any of its Subsidiaries desires to take an action which would be prohibited pursuant to this Section 7.01 without the consent of the Company or such Subsidiary, Parent may request such consent by sending an email to one of the individuals set forth on Section 7.01 of the Company Disclosure Schedule irrespective of the procedures outlined in Section 11.01. Any of the individuals listed in Section 7.01 of the Company Disclosure Schedule may grant consent on behalf of the Company by email.

Section 7.02. *Obligations of Merger Sub*. Parent shall take all action necessary to cause Merger Sub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

Section 7.03. *Director and Officer Liability*. (a) Without limiting any other right that an Indemnified Person may have pursuant to any employment agreement or indemnification agreement in effect on the date hereof or otherwise, from and after the Effective Time, Parent shall cause the Surviving Corporation to, and the Surviving Corporation shall, do the following:

(i) For six years after the Effective Time, the Surviving Corporation shall indemnify and hold harmless the present and former directors and officers of the Company and its Subsidiaries (each, an "**Indemnified Person**") from and against any losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees), judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect thereof) in respect of the Indemnified Persons' having served in such capacity at or prior to the Effective Time, in each case, to the fullest extent permitted by the DGCL or provided under the Company's certificate of incorporation and bylaws in effect on the date hereof; *provided* that such indemnification shall be subject to any limitation imposed from time to time under Applicable Law. If any Indemnified Person is made party to any claim, action, suit, proceeding or investigation arising out of or relating to matters that would be indemnifiable pursuant to the immediately preceding sentence, the Surviving Corporation shall advance fees, costs and expenses (including reasonable attorneys' fees and disbursements) as incurred by such Indemnified Person in connection with and prior to the final disposition of such claim, action, suit, proceeding or investigation in each case to the fullest extent permitted under Applicable Law; *provided* that any Indemnified Person wishing to claim indemnification or advancement of expenses under this Section 7.03, upon learning of any such proceeding, shall notify the Surviving Corporation (but the failure so to notify shall not relieve a party from any obligations that it may have under this Section 7.03 except to the extent such failure materially prejudices such party's position with respect to such claims); and

(ii) For six years after the Effective Time, Parent shall cause the Surviving Corporation to maintain in effect provisions in the certificate of incorporation and bylaws of the Surviving Corporation and its Subsidiaries (or in such documents of any successor to the business of the Surviving Corporation) regarding elimination of liability of directors, indemnification of directors and officers, and advancement of expenses that are no less advantageous to the intended beneficiaries than the corresponding provisions in existence on the date of this Agreement.

(b) From and after the Effective Time, Parent shall cause the Surviving Corporation and its Subsidiaries to honor and comply with their respective obligations under any indemnification agreement between the Company or any of its Subsidiaries, on the one hand, and any Indemnified Person, on the other hand, that is in the form, or substantially in the form (but in any event on terms not more favorable to the indemnified party than the form) filed as Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-223072) filed with the SEC on February 16, 2018 (the "**Company Indemnification Agreements**"), and not amend, repeal or otherwise modify any such agreement in any manner that would adversely affect any right of any Indemnified Person thereunder.

(c) Prior to the Effective Time, the Company shall or, if the Company is unable to, Parent shall cause the Surviving Corporation as of the Effective Time to, obtain and fully pay the premium for the non-cancellable extension of the directors' and officers' liability coverage of the Company's existing directors' and officers' insurance policies and the Company's existing fiduciary liability insurance policies (collectively, "**D&O Insurance**"), which D&O Insurance shall (i) be for a claims reporting or discovery period of at least six years from and after the Effective Time with respect to any claim related to any period of time at or prior to the Effective Time, (ii) be from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to D&O Insurance and (iii) have terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under the Company's existing policies with respect to any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against an Indemnified Person by reason of him or her having served in such capacity that existed or occurred at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby); *provided* that the Company shall give Parent a reasonable opportunity to participate in the selection of such tail policy and the Company shall give reasonable and good faith consideration to any comments made by Parent with respect thereto; *provided further*, that the cost of any such tail policy shall not exceed 300% of the aggregate annual premium paid by the Company in respect of the D&O Insurance (which amount is set forth in Section 7.03(c) of the Company Disclosure Schedule); and *provided further*, that if the aggregate premiums of such tail policy exceed such amount, the Company shall, or Parent shall cause the Surviving Corporation to, as applicable, obtain a policy with the greatest coverage available, with respect to matters occurring prior to the Effective Time, for a cost not exceeding such amount.

(d) If the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of the Surviving Corporation shall assume the obligations set forth in this Section 7.03.

(e) The rights of each Indemnified Person under this Section 7.03 shall be in addition to any rights such Person may have under the certificate of incorporation or bylaws of the Company or any of its Subsidiaries under the DGCL or any other Applicable Law or under any agreement of any Indemnified Person with the Company or any of its Subsidiaries that is set forth in Section 7.03(b) of the Company Disclosure Schedule.

Section 7.04. *Employee Matters* (a) Not later than five Business Days following the date of this Agreement, and to the extent permitted by Applicable Law, the Company shall provide Parent with an updated Service Provider Census.

(b) For the period commencing at the Closing and ending on the first anniversary thereof or such shorter period of employment with Parent and its Affiliates (including the Surviving Corporation) following the Closing, Parent shall provide, or shall cause its Affiliates (including the Surviving Corporation) to provide, each Company Employee who is employed by the Company or any of its Subsidiaries immediately prior to the Effective Time (each, a "**Continuing Employee**") and who continues employment during such time period, with (i) a base salary or base wages and target annual cash incentive compensation opportunities that are substantially comparable in the aggregate to those provided by the Company and its Subsidiaries to such Continuing Employee immediately prior to the Effective Time and (ii) employee benefits (excluding any equity, equity-based or other long-term incentive compensation, deferred compensation, change in control, transaction, stay, retention or similar bonuses or payments, severance, defined benefit pension benefits or post-retirement medical and welfare benefits) that are substantially comparable in the aggregate to those provided by Parent or its Subsidiaries to similarly situated employees of Parent or its Affiliates; provided, that until such time as Parent shall cause Continuing Employees to participate in the applicable benefit plans of Parent, a Continuing Employee's continued participation in the Employee Plans of the Company shall be deemed to satisfy the foregoing provisions of this sentence (it being understood that participation in the benefit plans of Parent may commence at different times with respect to each such benefit plan of Parent).

(c) With respect to any "employee benefit plan," as defined in Section 3(3) of ERISA, maintained by Parent or its Affiliates in which any Continuing Employee is eligible to participate on or after the Closing, for purposes of determining eligibility to participate and vesting (but not for benefit accrual purposes), Parent shall, or shall cause its Affiliates (including the Surviving Corporation) to, use reasonable best efforts to treat such Continuing Employee's service with the Company or any of its Subsidiaries prior to the Closing as service with Parent and its Affiliates to the same extent as such Continuing Employee was entitled, before the Closing, to credit for such service under any analogous Employee Plan; *provided* that the foregoing shall not apply to the extent that it would result in any duplication of benefits or the funding of any such benefit for the same period of service.

(d) If requested by Parent in writing delivered to the Company not less than five (5) Business Days before the Closing Date, the Company shall take all actions that may be necessary or appropriate to terminate, as of the day immediately preceding the Closing Date, (i) the Company's 401(k) plan (the "**Company 401(k) Plan**") and (ii) each other Employee Plan identified by Parent to the Company not less than 15 Business Days prior to the Closing Date; *provided* that such termination is permitted under Section 409A of the Code. If Parent requests that the Company 401(k) Plan be terminated, the Company shall provide Parent with evidence that the Company 401(k) Plan and each other Employee Plan identified in Section 7.04(d) of the Company Disclosure Schedule has been terminated (the form and substance of which shall be subject to review and reasonable comment by Parent) not later than two Business Days immediately preceding the Closing Date. Notwithstanding the foregoing, the Company shall not terminate the Company 401(k) Plan or any other Employee Plan identified in Section 7.04(d) of the Company Disclosure Schedule if, not later than five (5) Business Days prior to the Closing Date, Parent requests that the Company not terminate such plan.

(e) Nothing in this Section 7.04, express or implied, (i) is intended to or shall confer upon any Person other than the parties hereto, including any current or former Service Provider, Company Employee or Continuing Employee, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, (ii) shall establish or constitute an amendment, termination or modification of, or an undertaking to amend, establish, terminate or modify, any Employee Plan or other benefit plan, program, agreement or arrangement, (iii) shall alter or limit the ability of Parent or any of its Subsidiaries (or, following the Effective Time, the Company or any of its Subsidiaries) to amend, modify or terminate any Employee Plan or any other benefit plan, program, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them or (iv) shall create any obligation on the part of Parent or its Subsidiaries (or, following the Effective Time, the Company or any of its Subsidiaries) to employ or engage any Service Provider for any period following the Effective Time.

Section 7.05. *Stock Exchange Listing*. Parent shall use its reasonable best efforts to cause the Parent Shares to be issued as part of the Merger Consideration to be listed on the NASDAQ, subject to official notice of issuance.

ARTICLE 8
COVENANTS OF PARENT AND THE COMPANY

The parties hereto agree that:

Section 8.01. *Reasonable Best Efforts*. (a) Subject to the terms and conditions of this Agreement, the Company and Parent shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under Applicable Law to consummate the transactions contemplated by this Agreement, including using such reasonable best efforts in connection with (i) preparing and filing as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, and (ii) obtaining and maintaining all approvals, consents, registrations, permits, authorizations and other confirmations required to be obtained from any Governmental Authority or other third party that are necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

(b) In furtherance and not in limitation of the foregoing, each of Parent and the Company shall make or cause to be made (x) an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby as promptly as reasonably practicable and in any event by January 5, 2027, unless otherwise agreed in writing by Counsel for the parties hereto and (y) any other filings required or advisable pursuant to any other applicable Antitrust Laws or FDI Laws, as promptly as reasonably practicable after the date hereof. Each of Parent and the Company shall respond as promptly as reasonably practicable to any inquiries received from any Governmental Authority for additional information and documentary material that may be requested pursuant to any applicable Antitrust Laws or FDI Laws and use their reasonable best efforts to take all other actions necessary to cause the expiration or termination of the applicable waiting periods under the HSR Act and any other applicable Antitrust Laws or FDI Laws as soon as reasonably practicable. With respect to this Agreement or the transactions contemplated hereby, each party hereto shall (i) promptly notify the other parties of any substantive communication to that party from any Governmental Authority, and, subject to Applicable Law, permit the other parties to review and discuss in advance, and consider in good faith the views of the other party in connection with, any proposed written communication to any Governmental Authority, (ii) promptly furnish the other parties with copies of all correspondence, filings and written communications (and memoranda setting forth the substance of any material oral communications) between it, its Affiliates and its and their respective Representatives, on the one hand, and any such Governmental Authority or members of its staff, on the other hand, and (iii) not agree to participate in any substantive meeting or discussion with any Governmental Authority in respect of any filings, investigation or inquiry concerning any competition or antitrust matters unless it consults with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate thereat. Any materials exchanged in connection with this Section 8.01 may be redacted or withheld as necessary to comply with contractual obligations, address reasonable privilege or confidentiality concerns, and to remove references concerning valuation or other competitively sensitive material, and the parties may, as they deem advisable and necessary, designate any certain (unredacted) materials provided to the other under this Section 8.01 as "outside counsel only."

(c) Notwithstanding anything to the contrary in this Agreement, none of Parent, Merger Sub or any of their respective Subsidiaries or Affiliates shall be required to, and the Company may not and may not permit any Subsidiary to, without the prior written consent of Parent, become subject to, consent to or offer or agree to, or otherwise take any action with respect to, any Burdensome Condition; provided that if and only if requested by Parent, the Company or its Subsidiaries will become subject to, consent to or offer or agree to, or otherwise take any action with respect to, any such requirement, condition, limitation, understanding, agreement or order so long as such requirement, condition, limitation, understanding, agreement or order is only binding on the Company or its Subsidiaries in the event the Closing occurs.

(d) Parent shall, upon consultation with the Company and in consideration of the Company's views in good faith, be entitled to direct the defense of this Agreement and the transactions contemplated hereby before any Governmental Authority and to take the lead in the scheduling of, and strategic planning for, any meetings with, and the conducting of negotiations with, Governmental Authorities regarding (i) the expiration or termination of any applicable waiting period relating to the Merger under the HSR Act or (ii) obtaining any consent, approval, waiver, clearance, authorization or permission from a Governmental Authority; *provided*, *however*, that it shall afford the Company a reasonable opportunity to participate therein.

Section 8.02. *Certain Filings*. Without prejudice to Section 8.01 and Section 8.03, the Company and Parent shall cooperate with one another in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Contracts, in connection with the consummation of the transactions contemplated by this Agreement. Subject to Section 8.01 and Section 8.03, upon Parent's written request, the Company shall use reasonable best efforts to seek any such actions, consents, approvals and waivers, including those set forth in Section 8.02 of the Company Disclosure Schedule; provided that in no event shall the Company be required to pay, prior to the Effective Time, any fee, penalty or other consideration to any Person or provide additional security (including a guaranty) for any such actions, consents, approvals and waivers (unless Parent agrees to reimburse the Company in the event the transactions contemplated by this Agreement are not consummated).

Section 8.03. *Registration Statement; Proxy Statement/Prospectus; Company Meeting*. (a) Parent and the Company will jointly prepare and cause to be filed with the SEC the Registration Statement (in which the Proxy Statement/Prospectus will be included) and the Proxy Statement/Prospectus and shall use reasonable best efforts to cause such filing to be made as promptly as practicable. The Company, Parent and Merger Sub shall cooperate with each other in the preparation of the Registration Statement and the Proxy Statement/Prospectus and furnish all information concerning itself and its Affiliates that is required in connection with the preparation of the Registration Statement or Proxy Statement/Prospectus. No filing of, or amendment or supplement to, the Registration Statement or Proxy Statement/Prospectus or response to SEC comments will be made by Parent or the Company without providing the other party a reasonable opportunity to review and comment thereon, and such party shall give reasonable consideration to any comments made by the other party and its Representatives; provided that, with respect to documents filed by Parent which are incorporated by reference in the Registration Statement or Proxy Statement/Prospectus (if any), the Company's right to review and comment shall apply only with respect to information (if any) relating to the Company's business, financial condition or results of operations. Each of Parent and the Company shall use its reasonable best efforts to (i) cause the Registration Statement and the Proxy Statement/Prospectus at the date that it (and any amendment or supplement thereto) is first published, sent or given to the stockholders of the Company and at the time of the Company Meeting, to (A) comply as to form in all material respects with the requirements of the 1933 Act and 1934 Act, respectively, and the rules and regulations promulgated thereunder and (B) not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and (ii) have the Registration Statement declared effective under the 1933 Act as promptly as practicable after its filing and keep the Registration Statement effective for so long as necessary to consummate the Merger.

(b) Each party will notify the other party promptly of the receipt of any comments or other communications, whether written or oral, that such party or its Representatives may receive from time to time from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Registration Statement or Proxy Statement/Prospectus or for additional information, and each party will supply the other with copies of all correspondence between it or any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement/Prospectus or the transactions contemplated hereby. Parent, in consultation with the Company and in consideration of the Company's views in good faith, will take the lead in any meetings or conferences with the SEC. If at any time prior to the Company Meeting (or any adjournment or postponement thereof) any information relating to Parent or the Company, or any of their respective Affiliates, directors or officers, is discovered by Parent or the Company that should be set forth in an amendment or supplement to the Registration Statement or Proxy Statement/Prospectus, so that the Registration Statement or Proxy Statement/Prospectus, respectively, would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information will promptly notify the other party hereto and an appropriate amendment or supplement describing such information will be promptly filed with the SEC and, to the extent required by Applicable Law, disseminated to the stockholders of the Company.

(c) The Company shall cause the Proxy Statement/Prospectus to be mailed or otherwise disseminated to the stockholders of the Company as promptly as practicable (and in any event within three Business Days) after the Registration Statement is declared effective by the SEC.

(d) The Company will promptly commence a broker search pursuant to Rule 14a-13 under the 1934 Act in connection with the Company Meeting and, as soon as reasonably practicable following the date the Registration Statement is declared effective by the SEC, shall take all action necessary in accordance with Applicable Law, the rules of the NASDAQ and the Company's certificate of incorporation and bylaws to establish a record date for, duly call, give notice of, convene and hold the Company Meeting (which shall be held no later than the 40th day following the first mailing or dissemination of the Proxy Statement/Prospectus). The Company shall not change such record date without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed); *provided* that if at any time the then-current record date for the Company Meeting is not reasonably likely to satisfy the requirements of the Company's certificate of incorporation or bylaws or Applicable Law, the Company shall, in consultation with Parent, set a new record date (which shall be the shortest number of days permitted under the Company's certificate of incorporation and bylaws and Applicable Law unless the parties agree otherwise) and shall continue to comply with the "broker search" requirements of Rule 14a-13 under the 1934 Act with respect to any such new record date. Subject to Section 6.03, the Company shall use its reasonable best efforts to solicit proxies in favor of the adoption of this Agreement and to obtain the Requisite Company Vote. The Proxy Statement/Prospectus shall (subject to Section 6.03) include the Company Board Recommendation. Once the Company Meeting has been scheduled by the Company, the Company shall not adjourn, postpone, reschedule or recess the Company Meeting without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed); *provided* that the Company may, notwithstanding the foregoing, without the prior written consent of Parent, postpone or adjourn the Company Meeting (i) if, after consultation with Parent, the Company believes in good faith that such adjournment or postponement is reasonably necessary to solicit additional proxies for the purpose of obtaining the Requisite Company Vote, (ii) if there are not holders of a sufficient number of Company Shares present or represented by proxy at the Company Meeting to constitute a quorum at the Company Meeting and (iii) to allow reasonable additional time for the filing or mailing or dissemination of any supplemental or amended disclosure that the Company has determined in good faith, after consultation with outside legal counsel, is reasonably likely to be required under Applicable Law and for such supplemental or amended disclosure to be disseminated and reviewed by the stockholders of the Company prior to the Company Meeting; *provided, however*, that the Company Meeting shall not be postponed or adjourned as a result of clause (d)(i) or clause (d)(ii) above for a period of more than ten Business Days in the aggregate (or such shorter number of days such that the Company Meeting is reconvened no more than three Business Days prior to the End Date) without the prior written consent of Parent. The Company agrees that, unless this Agreement is terminated pursuant to Section 10.01, its obligations pursuant to this Section 8.03 shall not be affected by the commencement, public proposal, public disclosure or communication to the Company or any other Person of any Acquisition Proposal. The Company further agrees that unless this Agreement is terminated pursuant to Section 10.01, its obligation to hold the Company Meeting shall not be affected by the making of any Adverse Recommendation Change; *provided, however*, that in such event the Company shall have no obligation to solicit proxies to obtain the Requisite Company Vote. The Company shall use reasonable best efforts to provide updates to Parent with respect to the proxy solicitation for the Company Meeting (including interim results) as reasonably requested by Parent.

Section 8.04. *Public Announcements*. The initial press release issued by Parent and the Company with respect to the execution of this Agreement shall be reasonably agreed upon by Parent and the Company. Thereafter, Parent and the Company shall consult with each other before issuing any press release, having any communication with the press (whether or not for attribution) or making any other public statement, or scheduling any press conference or conference call with investors or analysts, with respect to this Agreement or the transactions contemplated hereby and, except in respect of any public statement or press release as may be required by Applicable Law or any listing agreement with or rule of any national securities exchange or association (in which case, such disclosing party will endeavor, on a basis reasonable under the circumstances, to provide a meaningful opportunity to the other party to review and comment upon such public statement or press release, and will consider in good faith any reasonable comments of the other party thereto), shall not issue any such press release or make any such other public statement or schedule any such press conference or conference call before such consultation. Notwithstanding the foregoing, (i) without prior consultation, each party may disseminate the information included in a press release or other document previously approved for external distribution by the other parties and unmodified from the version so approved, (ii) the restrictions set forth in this Section 8.04 shall not apply in connection with communications in connection with any dispute between the parties regarding this Agreement or the transactions contemplated hereby and (iii) no provision of this Agreement shall be deemed to restrict in any manner a party's ability to communicate with its employees. The Company shall not be required by any provision of this Agreement to consult with or obtain any approval from Parent with respect to a public announcement or press release issued in connection with the receipt and existence of an Acquisition Proposal and matters related thereto or an Adverse Recommendation Change, other than as set forth in and subject to compliance with Section 6.03.

Section 8.05. *Further Assurances*. At and after the Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, any deeds, bills of sale, assignments, assurances or other instruments and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

Section 8.06. *Section 16 Matters*. Prior to the Effective Time, the Company and Parent shall take all actions necessary to cause any dispositions of (or other transactions in) Company Shares (including derivative securities with respect to such Company Shares) resulting from the transactions contemplated by this Agreement or acquisitions of Parent Shares (including derivative securities with respect to Parent Shares) resulting from the transactions contemplated by Article 2 of this Agreement, in each case, by each officer or member of the Company Board who is subject to the reporting requirements of Section 16(a) of the 1934 Act with respect to the Company to be exempt under Rule 16b-3 under the 1934 Act.

Section 8.07. *Notices of Certain Events*. Each of the Company and Parent shall use reasonable best efforts to promptly notify the other of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any Actions (other than Transaction Litigation, which shall be governed by Section 8.12) commenced or, to its Knowledge, threatened against, relating to or involving or otherwise affecting the Company or any of its Subsidiaries or Parent and any of its Subsidiaries, as the case may be, that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to any Section of this Agreement or that relate to the consummation of the transactions contemplated by this Agreement; and

(c) any representation or warranty made by it in this Agreement becoming untrue or inaccurate in any material respect, or any failure by it to comply with or satisfy in any material respect any covenant to be complied with pursuant to this Agreement, in each case to the extent that such untruth, inaccuracy or failure would reasonably be expected to cause any of the conditions to the other party's obligations set forth in Article 9 to fail to be satisfied at the Closing.

(d) Notwithstanding anything to the contrary in this Agreement, a breach of any of the obligations of the Company or Parent under this Section 8.07 will not be taken into account for purposes of determining whether any of the conditions set forth in Article 9 have been satisfied.

Section 8.08. *Stock Exchange De-listing*. Prior to the Effective Time, the Company shall cooperate with Parent and use its reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under Applicable Laws and rules and policies of the NASDAQ to enable the de-listing by the Surviving Corporation of the Company Shares from the NASDAQ and the deregistration of the Company Shares under the 1934 Act as promptly as practicable after the Effective Time, and in any event no more than ten days thereafter.

Section 8.09. *Takeover Statutes*. If any "control share acquisition," "fair price," "moratorium" or other antitakeover or similar statute or regulation shall become applicable to the transactions contemplated by this Agreement, each of the Company, Parent and Merger Sub and the respective members of their boards of directors or board of managers (as applicable) shall, to the extent permitted by Applicable Law, use reasonable best efforts to grant such approvals and to take such actions as are reasonably necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated herein and otherwise to take all such other actions as are reasonably necessary to eliminate or minimize the effects of any such statute or regulation on the transactions contemplated hereby.

Section 8.10. *Tax Matters.*

(a) Any and all existing Tax Sharing Agreements (whether written or not) binding upon the Company or any of its Subsidiaries (other than agreements solely by and among the Company and its Subsidiaries) shall be terminated as of the Closing Date. After such date, none of the Company, any of its Subsidiaries, or any of their respective Affiliates or Representatives shall have any further rights or liabilities thereunder.

(b) For U.S. federal income Tax purposes, Parent, the Merger Sub and the Company (i) intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code (the "**Intended Tax Treatment**"), and the Treasury Regulations promulgated thereunder, and (ii) hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 354 and 361 of the Code. Each of Parent and the Company shall (and shall cause its Subsidiaries and Affiliates to) use its reasonable best efforts not to take or cause to be taken any action reasonably likely to cause the Merger to fail to qualify for the Intended Tax Treatment. Each of Parent and the Company shall notify the other party promptly after becoming aware of any fact or circumstance that could reasonably be expected to cause the Merger to fail to qualify for the Intended Tax Treatment.

(c) Unless otherwise required by Applicable Law or a determination within the meaning of Section 1313(a) of the Code, the parties shall (and shall cause their Subsidiaries and Affiliates to) report the Merger for U.S. federal, state and other applicable income Tax purposes as a "reorganization" within the meaning of Section 368(a) of the Code (and comply with all reporting and recordkeeping requirements applicable to the Merger that are prescribed by the Code, the Treasury Regulations or forms, instructions or other publications of the IRS, including the recordkeeping and information-filing requirements prescribed by Treasury Regulations Section 1.368-3) and take no Tax position inconsistent therewith. Notwithstanding any provision in this Agreement to the contrary, (i) it is not a condition to the Closing that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Code and (ii) none of Parent, Merger Sub, the Company or any Subsidiary of either shall have any liability or obligation to any holder of Company Shares should the Merger fail to qualify as a "reorganization" within the meaning of Section 368(a) of the Code.

(d) The Company shall use reasonable best efforts to cause Company's Counsel to render an opinion as to the U.S. federal income tax treatment of the Merger required in connection with the Registration Statement, if any. Parent and the Company shall use reasonable best efforts to deliver to Company's Counsel and Parent's Counsel one or more customary representation letters with respect to the qualification of the Merger for the Intended Tax Treatment and customary related matters, in form and substance reasonably satisfactory to the applicable Counsel, at such time (or times) as either Counsel shall reasonably request. Each of Parent and the Company shall also use its reasonable best efforts to provide such other information as reasonably requested by either Counsel for purposes of rendering any opinion with respect to the qualification of the Merger for the Intended Tax Treatment and customary related matters.

(e) At or prior to the Closing, the Company shall deliver to Parent a certificate and IRS notice in form and substance required under Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c) stating that the Company is not and has not been during the relevant period a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

Section 8.11. *2028 Notes*.

(a) On the Closing Date, Parent, Merger Sub and the Company shall, as and to the extent required by the 2028 Indenture, execute, and use reasonable best efforts to cause the Trustee to execute, any supplemental indenture required by the 2028 Indenture and deliver any certificates, legal opinions (which shall be delivered by counsel to Parent) and other documents required by the 2028 Indenture to be delivered by such Persons in connection with such supplemental indenture. Notwithstanding anything to the contrary in this Agreement and subject to the immediately preceding sentence, prior to the Effective Time, the Company shall give any notices and take all actions required under, and with the prior written consent of Parent, not to be unreasonably withheld, conditioned or delayed, may take actions permitted under, the terms of the 2028 Notes, the 2028 Indenture or under Applicable Law, and shall take any other actions reasonably requested by Parent to the extent such actions are permitted or contemplated by the terms of the 2028 Indenture, the 2028 Notes or any Applicable Law (with respect to the 2028 Indenture or the 2028 Notes) in connection with the Merger and the other transactions contemplated by this Agreement (including electing any "Settlement Method" (as defined in the 2028 Indenture) as directed by Parent for settling any conversions of the 2028 Notes), which actions shall include the Company (or its Subsidiaries or other Representatives, as applicable) (i) giving any notices that may be required in connection with the Merger and the other transactions contemplated by this Agreement and delivering timely any consideration due upon conversion of the 2028 Notes occurring prior to or as a result of the Merger, (ii) preparing any supplemental indentures required in connection with the Merger and the other transactions contemplated by this Agreement and the consummation thereof to be executed and delivered to the Trustee at or prior to the Effective Time, in form and substance reasonably satisfactory to the Trustee and Parent, and (iii) taking all such further actions, including delivering any officer's certificates and coordinating with outside counsel to provide legal opinions, as may be necessary to comply with all of the terms and conditions of the 2028 Indenture in connection with the Merger and the other transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Section 8.11, but subject to the terms of the 2028 Indenture, nothing herein shall require the Company to make any payment with respect to the 2028 Notes in connection with the Merger (including in connection with the settlement of any conversion obligations) prior to the occurrence of the Effective Time.

(b) The Company shall use its reasonable best efforts to provide Parent and its counsel reasonable opportunity to review and comment on any notices, certificates, legal opinions, press releases, supplemental indentures or other documents or instruments deliverable pursuant to the 2028 Indenture prior to the dispatch or making thereof and shall incorporate all reasonable comments provided by Parent and its counsel with respect thereto. The Company shall promptly furnish to Parent copies of all notices it receives relating to the 2028 Notes and the 2028 Indenture.

(c) The Company shall not do or authorize anything that would result in an adjustment of the "conversion rate" for the 2028 Notes pursuant to the 2028 Indenture without the prior written consent of Parent.

(d) Prior to the Effective Time, the Company shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to cooperate with Parent and take such actions as Parent may reasonably request with respect to the 2028 Capped Calls, including (i) consulting with Parent regarding, and giving Parent the opportunity to participate in, any discussions or negotiations with the counterparties to the 2028 Capped Calls (or their designees) regarding any exercise, unwind, settlement, termination, adjustment or cancellation of the 2028 Capped Calls, including the negotiation of any termination or settlement payment or valuation related thereto, (ii) timely delivering any notices required to be delivered by the Company under the 2028 Capped Calls in connection with the Merger, any conversion of the 2028 Notes or otherwise, (iii) delivering to Parent copies of any notice to be given under the 2028 Capped Calls as far in advance of delivery as reasonably practicable prior to delivering such notice, and promptly delivering to Parent copies of any notices or other material communications received under the 2028 Capped Calls, and (iv) if requested by Parent, using commercially reasonable efforts to effect the termination or settlement of all or a portion (as Parent may request) of the 2028 Capped Calls at or as of (and contingent upon) the Effective Time on terms reasonably acceptable to Parent. The Company shall not, and shall cause its Subsidiaries not to, without the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed), (x) amend, modify or terminate the 2028 Capped Calls (other than (1) in connection with any conversion of the 2028 Notes or (2) any modification, adjustment or termination made by the counterparties to the 2028 Capped Calls without the need for consent of or agreement by the Company pursuant to the terms of the 2028 Capped Calls), (y) agree to any settlement or termination amount or methodology under the 2028 Capped Calls or (z) deliver any notice, make any election or take any other action under the 2028 Capped Calls that is not required by the terms thereof or consistent with Section 8.11(a). Notwithstanding the foregoing, nothing in this Section 8.11(d) shall require the Company or any of its Subsidiaries to (A) pay any amount or incur any liability prior to the Effective Time, (B) agree to or effect any amendment, termination, settlement or other action under the 2028 Capped Calls that is effective prior to, or not conditioned on the occurrence of, the Effective Time, or (C) make any representation, undertaking or acknowledgement that it cannot accurately make or take any action that would reasonably be expected to conflict with or violate the terms of the 2028 Capped Calls or Applicable Law. If requested by Parent, the Company shall engage, at Parent's expense, the services of a hedging advisor selected by the Company in connection with the foregoing.

Section 8.12. *Litigation*. Prior to the Effective Time, the Company will use reasonable best efforts to provide Parent with prompt notice of all Transaction Litigation to which the Company, any of its Subsidiaries or any of their respective current or former directors, officers, advisors or employees is a defendant (including by providing copies of all pleadings with respect thereto) and keep Parent reasonably informed with respect to the status thereof. The Company will: (a) give Parent the opportunity to participate in (but not control) the defense, settlement and prosecution of any Transaction Litigation; and (b) reasonably consult with Parent with respect to the defense, settlement and prosecution of any such Transaction Litigation, including by reasonably consulting with Parent in advance of, and providing copies to Parent and an opportunity to comment in advance of, filings, submissions, written communications or appearances in any such Transaction Litigation and considering in good faith the comments and advice of Parent. The Company may not compromise or settle, or offer, propose or agree to compromise or settle, any Transaction Litigation unless Parent has consented thereto in advance in writing (such consent not to be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing, Transaction Litigation with a Governmental Authority arising under Antitrust Laws or FDI Laws shall be governed by Section 8.01, rather than this Section 8.12.

ARTICLE 9
CONDITIONS TO THE MERGER

Section 9.01. *Conditions to the Obligations of Each Party*. The obligations of the Company, Parent and Merger Sub to consummate the Merger are subject to the satisfaction (or waiver by each of Parent and the Company to the extent permitted by Applicable Law) at the Effective Time of the following conditions:

(a) no Governmental Authority of competent jurisdiction shall have issued an injunction, order or decree or enacted an Applicable Law, in each case, that is in effect as of immediately prior to the Effective Time and which has the effect of imposing a Burdensome Condition (other than a Burdensome Condition that Parent, in its sole discretion, has determined to accept) or restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Merger;

(b) the adoption of this Agreement and the transactions contemplated hereby, including the Merger, by the Requisite Company Vote shall have been obtained;

(c) any applicable waiting periods (including any extensions thereof) under the HSR Act, any other Antitrust Law or any FDI Law, in each case, applicable to the Merger and set forth on Section 9.01(c) of the Parent Disclosure Schedule, and any commitment to, or agreement with, any Governmental Authority to delay the consummation of, or not to consummate before a certain date, the Merger, shall have expired or been terminated without the imposition of a Burdensome Condition (other than a Burdensome Condition that Parent, in its sole discretion, has determined to accept), and any authorization, clearance, waiver, permission or consent from a Governmental Authority set forth on Section 9.01(c) of the Parent Disclosure Schedule have been obtained and shall remain in full force and effect without the imposition of a Burdensome Condition (other than a Burdensome Condition that Parent, in its sole discretion, has determined to accept);

(d) the Registration Statement shall have been declared effective and no stop order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for such purpose shall be pending before or threatened by the SEC; and

(e) the Parent Shares to be issued in the Merger shall have been approved for listing on the NASDAQ, subject to official notice of issuance.

Section 9.02. *Conditions to the Obligations of Parent and Merger Sub*. The obligations of Parent and Merger Sub to consummate the Merger are subject to the satisfaction (or waiver by Parent and Merger Sub to the extent permitted by Applicable Law) of the following conditions:

(a) the Company shall have performed in all material respects each of its obligations under this Agreement required to be performed by it at or prior to the Effective Time;

(b) (i) the representations and warranties of the Company set forth in Sections 4.01 (other than the third and fourth sentence of Section 4.01), 4.02, 4.04(a), 4.05 (other than Section 4.05(a), Section 4.05(b) and the second sentence of Section 4.05(c)), 4.06 (other than the first two sentences of Section 4.06(b)), 4.27 and 4.28 of this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period); (ii) the representations and warranties of the Company set forth in Sections 4.05(a), 4.05(b) (other than the last sentence thereof), the second sentence of Section 4.05(c) and the first two sentences of 4.06(b) of this Agreement shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and as of the Effective Time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period); (iii) the representation and warranty of the Company set forth in Section 4.10(b) of this Agreement shall be true and correct in all respects as of the date of this Agreement; and (iv) the representations and warranties of the Company set forth in this Agreement (other than those referred to in the preceding clauses (i)-(iii)) shall be true and correct as of the date of this Agreement and as of the Effective Time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period), except where the failure of such representations and warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect; and *provided*, in the case of clauses (i), (ii) and (iv) disregarding for this purpose all "Company Material Adverse Effect" and "materiality" qualifications contained in such representations and warranties;

(d) there shall not have occurred since the date hereof a Company Material Adverse Effect; and

(e) the Company shall have delivered to Parent a certificate signed by an executive officer of the Company dated as of the Closing Date certifying that the conditions specified in paragraphs (a), (b) and (c) of this Section 9.02 have been satisfied.

Section 9.03. *Conditions to the Obligations of the Company*. The obligations of the Company to consummate the Merger are subject to the satisfaction (or waiver by the Company to the extent permitted by Applicable Law) of the following conditions:

(a) Parent and Merger Sub shall have performed in all material respects each of their obligations under this Agreement required to be performed by them at or prior to the Effective Time;

(b) (i) the representations and warranties of Parent and Merger Sub set forth in Section 5.01, 5.02, 5.04(a), 5.05(b) (other than the second sentence of Section 5.05(b)), 5.05(c) and 5.06 (other than 5.06(b)) of this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period); (ii) the representations and warranties of Parent set forth in Section 5.05(a), the second sentence of Section 5.05(b) and Section 5.06(b) of this Agreement shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and as of the Effective Time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period); (iii) the representation and warranty of Parent set forth in Section 5.11 of this Agreement shall be true and correct in all respects as of the date of this Agreement; and (iv) the representations and warranties of Parent set forth in this Agreement (other than those referred to in the preceding clauses (i)-(iii)) shall be true and correct as of the date of this Agreement and as of the Effective Time (except to the extent any such representation or warranty expressly relates to an earlier date or period, in which case as of such date or period), except where the failure of such representations and warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; and *provided*, in the case of clauses (i), (ii) and (iv), disregarding for this purpose all "Parent Material Adverse Effect" and "materiality" qualifications contained in such representations and warranties;

(c) there shall not have occurred since the date hereof a Parent Material Adverse Effect; and

(d) Parent shall have delivered to the Company a certificate signed by an executive officer of Parent dated as of the Closing Date certifying that the conditions specified in paragraphs (a), (b) and (c) of this Section 9.03 have been satisfied.

ARTICLE 10
TERMINATION

Section 10.01. *Termination*. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written agreement of the Company and Parent;

(b) by either the Company or Parent, if:

(i) the Effective Time has not occurred on or before November 23, 2027 (the "**End Date**"); *provided* that (A) if as of such date the conditions set forth in Section 9.01(a) or 9.01(c), in each case, to the extent relating to any Antitrust Laws or FDI Laws, including the expiration or termination of the waiting period under the HSR Act (including any extension thereof), shall not have been satisfied or waived and all other conditions to the Closing set forth in Sections 9.01, 9.02, and 9.03 shall have been satisfied or waived (other than those that by their terms are to be satisfied at the Closing and are capable of being satisfied if the Closing were to occur on such date), then the End Date shall automatically be extended to February 23, 2028, and (B) in the event of one or more Government Shutdowns that occur prior to the End Date, then the End Date will be automatically extended by one day for each day that such Government Shutdown lasts (such extension as a result of one or more Government Shutdowns not to exceed 60 days in the aggregate); *provided further* that the right to terminate this Agreement pursuant to this Section 10.01(b)(i) shall not be available to any party (considering Parent and Merger Sub as a single party for the purposes of this Section 10.01(b)) whose breach of any provision of this Agreement results in the failure of the Merger to be consummated by the End Date;

(ii) any Governmental Authority of competent jurisdiction shall have issued an injunction, order or decree or enacted an Applicable Law that (A) permanently prohibits or makes illegal the consummation of the Merger or (B) permanently restrains or permanently enjoins Parent or Merger Sub from consummating the Merger, and, with respect to any injunction, order, decree or Applicable Law referenced in clause (A) or (B), such injunction, order, decree or Applicable Law shall have become final and nonappealable; or

(iii) at the Company Meeting (including any adjournment or postponement thereof), the Requisite Company Vote shall not have been obtained;

(c) by Parent:

(i) before the Requisite Company Vote has been obtained if an Adverse Recommendation Change shall have occurred; or

(ii) prior to the Effective Time, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 9.02(a) or Section 9.02(b) not to be satisfied and such breach or failure is incapable of being cured by the End Date or, if curable by the End Date, is not cured by the Company within 30 days after receipt by the Company of written notice of such breach or failure; *provided* that, at the time of the delivery of such notice or thereafter, Parent or Merger Sub shall not be in material breach of its or their obligations under this Agreement so as to cause any of the conditions set forth in Section 9.01 or Section 9.03 not to be capable of being satisfied; or

(d) by the Company:

(i) before the Requisite Company Vote has been obtained, in order to enter into a definitive agreement with respect to a Superior Proposal; *provided* that the Company shall have previously or substantially contemporaneously with such termination tendered, or have caused to be tendered, payment to Parent of the Termination Fee pursuant to Section 11.04(b); provided, further, that the Company shall not be entitled to terminate pursuant to this Section 10.01(d)(i) if there has been a material breach (without giving effect to any materiality qualifiers contained therein) of Section 6.03(a), 6.03(c), 6.03(d), 6.03(e) or 6.03(g) with respect to such Superior Proposal; or

(ii) prior to the Effective Time, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Parent set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 9.03(a) or Section 9.03(b) not to be satisfied and such breach or failure is incapable of being cured by the End Date or, if curable by the End Date, is not cured by Parent or Merger Sub within 30 days after receipt by Parent of written notice of such breach or failure; *provided* that, at the time of the delivery of such notice or thereafter, the Company shall not be in material breach of its obligations under this Agreement so as to cause any of the conditions set forth in Section 9.01 or Section 9.02 not to be capable of being satisfied.

The party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(a)) shall give written notice of such termination to the other party.

Section 10.02. *Effect of Termination*. If this Agreement is validly terminated pursuant to Section 10.01, this Agreement shall become void and of no effect without liability of any party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other parties hereto; provided that, if such termination shall result from (a) the fraud of any party or (b) willful breach by any party, such party shall be fully liable for any and all liabilities and damages incurred or suffered by the other parties as a result of such fraud or willful breach (which damages, in the case of any such fraud or willful breach by Parent or Merger Sub, shall not be limited to reimbursement of expenses or out-of-pocket costs and may, if awarded, include the benefit of the bargain lost by the holders of Company Shares and Company equity securities (taking into consideration all relevant matters), which shall be deemed to be damages of the Company that the Company shall be entitled to pursue and retain, as contemplated by Section 261(a)(1) of the DGCL). The provisions of this Section 10.02(a), the final two sentences of Section 6.02, and Article 11 (but, in the case of Section 11.13, only to the extent relating to obligations required to be performed after termination) shall survive any termination hereof pursuant to Section 10.01.

ARTICLE 11
MISCELLANEOUS

Section 11.01. *Notices*. All notices, requests and other communications to any party hereunder shall be in writing and will be deemed to have been duly delivered and received using one or a combination of the following methods: (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (iii) immediately upon delivery by hand; or (iv) on the date sent by electronic mail ("**email**") transmission (without receipt of a delivery failure notice) and shall be given,

if to Parent, Merger Sub or, after the Effective Time, the Company or the Surviving Corporation, to:

CrowdStrike Holdings, Inc.
206 E. 9th Street, Suite 1400
Austin, Texas 78701
Attention: *****
Email: *****

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
900 Middlefield Road, Suite 200
Redwood City, California 94063

Attention: Alan F. Denenberg
Michael Diz
Michael Gilson
Tierney O'Rourke
Email: alan.denenberg@davispolk.com
michael.diz@davispolk.com
michael.gilson@davispolk.com
tierney.orourke@davispolk.com

if to the Company, prior to the Effective Time, to:

Zscaler, Inc.
4301 Great America Parkway
Santa Clara, California 95054
Attention: *****
Email: *****

with a copy (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050

Attention: Lianna Whittleton
Martin Korman
Douglas K. Schnell
Brendan Ripley Mahan
Erin Malone-Shkurkin
Email: lwhittleton@wsgr.com
mkorman@wsgr.com
dschnell@wsgr.com
bmahan@wsgr.com
emalone@wsgr.com

or to such other address or email address as such party may hereafter specify for the purpose by notice to the other parties hereto.

Section 11.02. *Survival of Representations, Warranties, Covenants and Agreements*. The representations, warranties, covenants and agreements contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time, except for (a) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Effective Time and (b) those covenants and agreements set forth in this Article 11 (but, in the case of Section 11.13, only to the extent relating to obligations required to be performed after termination).

Section 11.03. *Amendments and Waivers*. (a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective; provided that after the Requisite Company Vote has been obtained, there shall be no amendment or waiver that would require the further approval of the stockholders of the Company under the DGCL without such approval having first been obtained.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 11.04. *Expenses*.

(a) General. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

(b) Termination Fee. (i) If this Agreement is terminated by (x) Parent pursuant to Section 10.01(c)(i) or (y) the Company pursuant to Section 10.01(d)(i), then the Company shall pay to Parent in immediately available funds $1,400,000,000 (the "**Termination Fee**"), in the case of a termination by Parent, within three Business Days after such termination and, in the case of a termination by the Company, contemporaneously with such termination.

(ii) If (A) this Agreement is terminated by Parent or the Company pursuant to Section 10.01(b)(i) (without the Requisite Company Vote having been obtained) or Section 10.01(b)(iii), (B) after the date of this Agreement and prior to such termination, an Acquisition Proposal shall have been publicly announced or otherwise been publicly communicated to the Company stockholders, in each case, that is not publicly withdrawn or publicly communicated to be withdrawn at least three Business Days prior to the Company Meeting (or, in the case of termination pursuant to Section 10.01(b)(i), prior to such termination) and (C) within 12 months following the date of such termination, the Company or any of its Subsidiaries shall have entered into a definitive agreement with respect to an Acquisition Proposal or an Acquisition Proposal shall have been consummated (*provided* that for purposes of this clause (C), each reference to "20%" in the definition of Acquisition Proposal shall be deemed to be a reference to "50%"), then the Company shall pay, or cause to be paid, to Parent in immediately available funds, substantially concurrently with the consummation of such Acquisition Proposal, the Termination Fee.

(iii) If (A) this Agreement is terminated by Parent pursuant to Section 10.01(c)(ii), (B) after the date of this Agreement and prior to such termination, an Acquisition Proposal shall have been publicly announced or otherwise been communicated to the Company Board and (C) within 12 months following the date of such termination, the Company or any of its Subsidiaries shall have entered into a definitive agreement with respect to an Acquisition Proposal or an Acquisition Proposal shall have been consummated (*provided* that for purposes of this clause (C), each reference to "20%" in the definition of Acquisition Proposal shall be deemed to be a reference to "50%"), then the Company shall pay, or cause to be paid, to Parent in immediately available funds, substantially concurrently with the consummation of such Acquisition Proposal, the Termination Fee.

(iv) For the avoidance of doubt, the Termination Fee shall not be payable by the Company more than once hereunder.

(c) Each party agrees that notwithstanding anything in this Agreement to the contrary (other than with respect to claims for fraud or a willful breach by the other party (considering Parent and Merger Sub as a single party for the purposes of this Section 11.04(c)) of its covenants or agreements hereunder), in the event that the Termination Fee is paid in accordance with this Section 11.04, (i) the payment of the Termination Fee (including, if any, the costs or expenses payable pursuant to Section 11.04(d)) shall be the sole and exclusive remedy of Parent**,** its Subsidiaries, shareholders, Affiliates, officers, directors, employees and Representatives against the Company or any of its Representatives or Affiliates for, (ii) in no event will Parent or any other such Person seek to recover any other money damages or seek any other remedy based on a claim in law or equity with respect to, in each case of clause (c)(i) and (c)(ii), (A) any loss suffered, directly or indirectly, as a result of the failure of the Merger to be consummated, (B) the termination of this Agreement, (C) any liabilities or obligations arising under this Agreement, or (D) any claims or actions arising out of or relating to any breach, termination or failure of or under this Agreement, and (iii) upon payment of the Termination Fee (including, if any, the costs or expenses payable pursuant to Section 11.04(d)) in accordance with this Section 11.04, neither the Company nor any of its Affiliates or Representatives shall have any further liability or obligation to Parent relating to or arising out of this Agreement or the transactions contemplated hereby; *provided* that payment of the Termination Fee shall not relieve the Company from any liability or obligation under the Confidentiality Agreement.

(d) Other Costs and Expenses. Each party acknowledges that the agreements contained in this Section 11.04 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the other parties would not enter into this Agreement. The parties hereto agree that the Termination Fee is liquidated damages and not penalties, and the payment of the Termination Fee in the circumstances specified herein is supported by due and sufficient consideration. Accordingly, if the Company fails to timely pay the Termination Fee due pursuant to this Section 11.04 and, in order to obtain such payment, Parent commences a suit against the Company that results in a judgment for the payment of the Termination Fee, the Company shall also pay to Parent interest on the applicable Termination Fee at the annual rate equal to the prime rate, as published in The Wall Street Journal in effect on the date such payment was required to be made, through the date such payment was actually received, or such lesser rate as is the maximum permitted by Applicable Law.

Section 11.05. *Disclosure Schedule and SEC Document References*.

(a) The parties hereto agree that any reference in a particular Section of either the Company Disclosure Schedule or the Parent Disclosure Schedule shall only be deemed to be an exception to (or, as applicable, a disclosure for purposes of) (i) the representations and warranties (or covenants, as applicable) of the relevant party that are contained in the corresponding Section of this Agreement and (ii) any other representations and warranties of such party that are contained in this Agreement, but only if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties would be reasonably apparent on the face of such disclosure. The mere inclusion of an item in the Company Disclosure Schedule or the Parent Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would reasonably be expected to have a Company Material Adverse Effect or a Parent Material Adverse Effect, respectively.

Section 11.06. *Binding Effect; Benefit; Assignment*. (a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except as provided in Section 7.03 and, from and after the Closing, the right of former holders of Company equity securities to receive the consideration to which they are entitled under Article 2, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns. It is specifically intended that the Indemnified Persons are third-party beneficiaries of Section 7.03.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other party hereto. Any purported assignment, delegation or other transfer in violation of this Section 11.06 shall be void.

Section 11.07. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 11.08. *Jurisdiction*. The parties hereto agree that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action brought in any such court has been brought in an inconvenient forum. Process in any such Action may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.01 shall be deemed effective service of process on such party.

Section 11.09. *WAIVER OF JURY TRIAL*. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER BODY OF LAW, TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES, AGREES AND CERTIFIES THAT: (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD, IN THE EVENT OF LITIGATION, SEEK TO PREVENT OR DELAY ENFORCEMENT OF SUCH WAIVER; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER; (iii) IT MAKES SUCH WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.09.

Section 11.10. *Counterparts; Effectiveness*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, it being understood that the parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) (any such delivery, an "**Electronic Delivery**"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed (including by electronic signature) by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed (including by electronic signature) by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 11.11. *Entire Agreement*. This Agreement (including the Company Disclosure Schedule and the Parent Disclosure Schedule) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Section 11.12. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 11.13. *Specific Performance*. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms, and that monetary damages, even if available, would not be an adequate remedy therefor. Accordingly, the parties shall be entitled to an injunction or injunctions, or any other form of equitable relief, to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the courts referred to in Section 11.08, in addition to any other remedy to which they may be entitled at law or in equity. Each party hereto accordingly agrees (i) the non-breaching party will be entitled to injunctive and other equitable relief, without proof of actual damages and (ii) the alleged breaching party will not raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement and will not plead in defense thereto that there are adequate remedies at law, all in accordance with the terms of this Section 11.13. The parties further agree to waive any requirement for the securing or posting of any bond or similar instrument in connection with such remedy (and each party hereto irrevocably waives any right it may have to require the securing or posting of any such bond or similar instrument), and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity. Each party agrees that it will use reasonable best efforts to cooperate with the other parties in seeking and agreeing to an expedited schedule in any litigation, arbitration or other legal action seeking an injunction or order of specific performance to attempt to fully resolve any dispute between the parties prior to the End Date.

[The remainder of this page has been intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date set forth on the cover page of this Agreement.

ZSCALER, INC.

By: /s/ Jagtar Singh Chaudhry
Name: Jagtar Singh Chaudhry
Title: Chief Executive Officer

CROWDSTRIKE HOLDINGS, INC.

By: /s/ Burt Podbere
Name: Burt Podbere
Title: Chief Financial Officer

NEON SPEEDWAY, INC.

By: /s/ Burt Podbere
Name: Burt Podbere
Title: Chief Financial Officer

[*Signature Page to Merger Agreement*]

Exhibit A

CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

[Attached]

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

ZSCALER, INC.

1. FIRST: The name of the corporation is Zscaler, Inc. (the "**Corporation**").

2. SECOND: The name and address of its registered office in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808.

3. THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**Delaware Law**").

4. FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 1,000, and the par value of each such share is $0.0001, amounting in the aggregate to $0.10.

5. FIFTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

6. SIXTH: Election of directors need not be by written ballot unless the bylaws of the Corporation so provide.

7. SEVENTH: The Corporation expressly elects not to be governed by Section 203 of Delaware Law.

8. EIGHTH:

8.1. Limitation of Personal Liability. To the fullest extent permitted by Delaware Law, as it presently exists or may hereafter be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If Delaware Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by Delaware Law, as so amended.

8.2 Indemnification. The Corporation shall indemnify, to the fullest extent permitted by applicable law, any director or officer of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. The Corporation shall be required to indemnify a person in connection with a Proceeding (or part thereof) initiated by such person only if the Proceeding (or part thereof) was authorized by the Board of Directors.

The Corporation shall have the power to indemnify, to the extent permitted by Delaware Law, as it presently exists or may hereafter be amended from time to time, any employee or agent of the Corporation who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

Any repeal or amendment of Section 8.1 or this Section 8.2 of Article EIGHTH by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate of Incorporation inconsistent with Section 8.1 or this Section 8.2 of Article EIGHTH will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors) and shall not adversely affect any right or protection of any current or former director of the Corporation existing at the time of such repeal or amendment or adoption of such inconsistent provision with respect to acts or omissions occurring prior to such repeal or amendment or adoption of such inconsistent provision.

8.3 Forum for Certain Actions. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee, agent or stockholder of the Corporation to the Corporation or the Corporation's stockholders; (iii) any action arising pursuant to any provision of Delaware Law, the Certificate of Incorporation, or the bylaws of the Corporation; (iv) any action to interpret, apply, enforce or determine the validity of the Certificate of Incorporation or the bylaws of the Corporation; or (v) any action asserting a claim governed by the internal affairs doctrine.

Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933. Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 8.3 of Article EIGHTH and waived any objection to the removal of any action under the Securities Act of 1933 filed in a state court and removed to a federal district court.

9. NINTH: The Corporation reserves the right to amend this Certificate of Incorporation in any manner permitted by Delaware Law and all rights and powers conferred herein on stockholders, directors and officers, if any, are subject to this reserved power.

Exhibit B

BYLAWS OF SURVIVING CORPORATION

[Attached]

AMENDED AND RESTATED BYLAWS

OF

ZSCALER, INC.

* * * * *

ARTICLE 1
OFFICES

Section 1.01. *Registered Office.* The registered office of Zscaler, Inc. (the "**Corporation**") shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03. *Books.* The books of the Corporation may be kept within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01. *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a designation by the Board of Directors).

Section 2.02. *Annual Meetings.* Unless directors are elected by written consent in lieu of an annual meeting as permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**Delaware Law**"), an annual meeting of stockholders, commencing with the year 2027, shall be held for the election of directors and to transact such other business as may properly be brought before the meeting. Stockholders may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; *provided*, *however*, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

Section 2.03. *Special Meetings.* Special meetings of stockholders may be called by the Board of Directors or the Chairman of the Board and shall be called by the Secretary at the request in writing of holders of record of a majority of the outstanding capital stock of the Corporation entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.04. *Notice of Meetings and Adjourned Meetings; Waivers of Notice.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by Delaware Law, such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. Unless these bylaws otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05. *Quorum.* Unless otherwise provided under the certificate of incorporation or these bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.06. *Voting.* (a) Unless otherwise provided in the certificate of incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise provided by law, the certificate of incorporation or these bylaws, in all matters other than the election of directors, the affirmative vote of the majority of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

(c) In determining the number of votes cast for or against a proposal or nominee, shares abstaining from voting on a matter will not be treated as a vote cast.

Section 2.07. *Action by Consent.* (a) Unless otherwise provided in the certificate of incorporation and subject to the proviso in Section 2.02, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation as provided in Section 2.07(b).

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and Delaware Law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Section 2.08. *Organization.* At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or in the Chairman's absence or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, shall act as chairman of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.09. *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

ARTICLE 3
DIRECTORS

Section 3.01. *General Powers.* Except as otherwise provided in Delaware Law or the certificate of incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. *Number, Election and Term Of Office.* (a) The number of directors which shall constitute the whole Board shall be fixed from time to time by resolution of the Board of Directors but shall not be less than two or more than nine. The directors shall be elected at the annual meeting of the stockholders by written ballot, except as provided in Section 2.02 and Section 3.12 herein, and each director so elected shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders.

(b) Subject to the rights of the holders of any series of preferred stock to elect additional directors under specific circumstances, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 3.03. *Quorum and Manner of Acting.* Unless the certificate of incorporation or these bylaws require a greater number, a majority of the total number of directors shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a determination by the Board of Directors).

Section 3.05. *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and shall be called by the Chairman of the Board, President or Secretary on the written request of two directors. Notice of special meetings of the Board of Directors shall be given to each director at least three days before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. *Committees.* The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to any of the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by Delaware Law to be submitted to the stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. *Action by Consent.* Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. *Telephonic Meetings.* Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. *Resignation.* Any director may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12. *Vacancies.* Unless otherwise provided in the certificate of incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Each director so chosen shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Unless otherwise provided in the certificate of incorporation, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of other vacancies.

Section 3.13. *Removal.* Any director or the entire Board of Directors may be removed, with or without cause, at any time by the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation then entitled to vote at any election of directors and the vacancies thus created may be filled in accordance with Section 3.12 herein.

Section 3.14. *Compensation.* Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

ARTICLE 4
OFFICERS

Section 4.01. *Principal Officers.* The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

Section 4.02. *Election, Term of Office and Remuneration.* The principal officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting thereof. Each such officer shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03. *Subordinate Officers.* In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04. *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

Section 4.05. *Resignations.* Any officer may resign at any time by giving written notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

ARTICLE 5
CAPITAL STOCK

Section 5.01. *Certificates For Stock; Uncertificated Shares.* The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Corporation by any two authorized officers of the Corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Corporation shall not have power to issue a certificate in bearer form.

Section 5.02. *Transfer Of Shares.* Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder's duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03. *Authority for Additional Rules Regarding Transfer.* The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

ARTICLE 6
INDEMNIFICATION

Section 6.01. *Indemnification of Directors and Officers in Third Party Proceedings.* Subject to the other provisions of this ARTICLE 6, the Corporation shall indemnify, to the fullest extent permitted by Delaware Law, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 6.02. *Indemnification of Directors and Officers in Actions by or in the Right of the Corporation.* Subject to the other provisions of this ARTICLE 6, the Corporation shall indemnify, to the fullest extent permitted by Delaware Law, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 6.03. *Successful Defense.* To the extent that a present or former director or officer (for the purpose of this Section 6.03 only, as such term is defined in Section 145(c)(1) of Delaware Law) of the Corporation has been successful on the merits or otherwise in defense of any Proceeding described in Section 6.01 or Section 6.02, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. The Corporation may indemnify any other person who is not a present or former director or officer of the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by such person to the extent such person has been successful on the merits or otherwise in defense of any Proceeding described in Section 6.01 or Section 6.02, or in defense of any claim, issue or matter therein.

Section 6.04. *Indemnification of Others.* Subject to the other provisions of this ARTICLE 6, the Corporation shall have power to indemnify its employees, agents, or any other persons to the extent not prohibited by Delaware Law or other applicable law. The Board of Directors shall have the power to delegate to any person or persons identified in subsections (1) through (4) of Section 145(d) of Delaware Law the determination of whether employees or agents shall be indemnified.

Section 6.05. *Advance Payment of Expenses.* Expenses (including attorneys' fees) actually and reasonably incurred by an officer or director of the Corporation in defending any Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this ARTICLE 6 or Delaware Law. Such expenses (including attorneys' fees) actually and reasonably incurred by former directors and officers or other current or former employees and agents of the Corporation or by persons currently or formerly serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate. The right to advancement of expenses shall not apply to any Proceeding for which indemnity is excluded pursuant to these bylaws, but shall apply to any Proceeding referenced in Section 6.06(b) or 6.06(c) prior to a determination that the person is not entitled to be indemnified by the Corporation. Notwithstanding the foregoing, unless otherwise determined pursuant to Section 6.07, no advance shall be made by the Corporation to an officer of the Corporation (except by reason of the fact that such officer is or was a director of the Corporation, in which event this paragraph shall not apply) in any Proceeding if a determination is reasonably and promptly made (i) by a vote of a majority of the voting power of the directors who are not parties to such Proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a vote of the majority of the voting power of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, that facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation.

Section 6.06. *Limitation on Indemnification.* Subject to the requirements in Section 6.03 and Delaware Law, the Corporation shall not be obligated to indemnify any person pursuant to this ARTICLE 6 in connection with any Proceeding (or any part of any Proceeding):

(a) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Corporation by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Corporation, as required in each case under the 1934 Act (including any such reimbursements that arise from an accounting restatement of the Corporation pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Corporation of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);

(d) initiated by such person, including any Proceeding (or any part of any Proceeding) initiated by such person against the Corporation or its directors, officers, employees, agents or other indemnitees, unless (i) the Board of Directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Corporation provides the indemnification, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law, (iii) otherwise required to be made under Section 6.07 or (iv) otherwise required by applicable law; or

(e) if prohibited by applicable law.

Section 6.07. *Determination; Claim.* If a claim for indemnification or advancement of expenses under this ARTICLE 6 is not paid in full within 90 days after receipt by the Corporation of the written request therefor, the claimant shall be entitled to an adjudication by a court of competent jurisdiction of such person's entitlement to such indemnification or advancement of expenses. The Corporation shall indemnify such person against any and all expenses that are actually and reasonably incurred by such person in connection with any action for indemnification or advancement of expenses from the Corporation under this ARTICLE 6, to the extent such person is successful in such action, and to the extent not prohibited by law. In any such suit, the Corporation shall, to the fullest extent not prohibited by law, have the burden of proving that the claimant is not entitled to the requested indemnification or advancement of expenses.

Section 6.08. *Non-Exclusivity of Rights.* The indemnification and advancement of expenses provided by, or granted pursuant to, this ARTICLE 6 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the certificate of incorporation or any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advancement of expenses, to the fullest extent not prohibited by Delaware Law or other applicable law.

Section 6.09. *Insurance.* The Corporation may purchase and maintain insurance to the fullest extent permitted by Delaware Law on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Delaware Law.

Section 6.10. *Survival.* The rights to indemnification and advancement of expenses conferred by this ARTICLE 6 shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.11. *Effect of Repeal or Modification.* A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or these bylaws after the occurrence of the act or omission that is the subject of the Proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

Section 6.12. *Certain Definitions.* For purposes of this ARTICLE 6, references to the "Corporation" shall include, in addition to the resulting entity, any constituent or entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent or entity, or is or was serving at the request of such constituent or entity as a director, officer, employee or agent of another entity, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this ARTICLE 6 with respect to the resulting or surviving entity as such person would have with respect to such constituent or entity if its separate existence had continued. For purposes of this ARTICLE 6, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this ARTICLE 6.

ARTICLE 7
GENERAL PROVISIONS

Section 7.01. *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided* that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by Delaware Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by Delaware Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 7.02. *Dividends.* Subject to limitations contained in Delaware Law and the certificate of incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 7.03. *Year.* The fiscal year of the Corporation shall commence on February 1 and end on January 31 of each year.

Section 7.04. *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 7.05. *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 7.06. *Amendments.* Unless otherwise provided in the certificate of incorporation, these bylaws or any of them, may be altered, amended or repealed, or new bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof or by the Board of Directors.

Exhibit 10.1

Execution Version

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (as the same may be amended from time to time in accordance with its terms, this "**Agreement**"), dated as of November 22, 2026, by and among the Persons listed on Schedule A hereto (each a "**Stockholder**" and collectively, the "**Stockholders**") in each such person's capacity as a stockholder of Zscaler, Inc., a Delaware corporation (the "**Company**"), and CrowdStrike Holdings, Inc., a Delaware corporation ("**Parent**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Merger Agreement (as defined below).

WHEREAS, in order to induce Parent and Neon Speedway, Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("**Merger Sub**"), to enter into an Agreement and Plan of Merger dated as of the date hereof (the "**Merger Agreement**") with the Company, Parent has requested each Stockholder, and each Stockholder has agreed, to enter into this Agreement with respect to the number of shares of common stock of the Company, par value $0.001 per share (the "**Shares**") that such Stockholder beneficially owns and are set forth next to such Stockholder's name on Schedule A hereto (together with such additional Shares or voting securities of which such Stockholder acquires record or beneficial ownership after the date hereof (including on the vesting or settlement of any equity awards), such Stockholder's "**Subject Shares**").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
VOTING AGREEMENT

Section 1.01. *Voting Agreement*. Beginning on the date hereof until the Expiration Date (as defined below), each Stockholder hereby irrevocably and unconditionally agrees that at any meeting of the stockholders of the Company, however called, and at any adjournment thereof, at which the Merger Agreement and other related agreements (or any amended version thereof), or such other actions in furtherance of the Merger as are submitted by the Company Board, are submitted for the consideration and vote of the stockholders of the Company, or in any other circumstance in which the vote, consent or other approval of the stockholders of the Company is sought, each Stockholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon or consent thereto, (a) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum, (b) vote (or cause to be voted), in person or by proxy, all Subject Shares that such Stockholder is entitled to vote at the time of any vote (i) in favor of the approval and adoption (as applicable) of the Merger Agreement and the transactions contemplated thereby, including the Merger, (ii) in favor of any of the other actions or proposals expressly contemplated by the Merger Agreement, (iii) in favor of any proposal to adjourn a meeting of the stockholders of the Company to solicit additional proxies in favor of the approval and adoption (as applicable) of the Merger Agreement and the transactions contemplated thereby, including, if such adjournment is proposed by the Company Board in accordance with the Merger Agreement, and (iii) against any (1) Acquisition Proposal, (2) reorganization, recapitalization, liquidation or winding-up of the Company or any other extraordinary transaction involving the Company, (3) action, agreement or amendment to the certificate of incorporation or bylaws of the Company, in each case, the consummation or adoption of which would reasonably be expected to interfere with, prevent or delay the consummation of the transactions contemplated by the Merger Agreement, and (4) action, agreement or amendment to the certificate of incorporation or bylaws of the Company, in each case, that would reasonably be expected to result in a material breach or violation of any covenant, representation or warranty or any other obligation of such Stockholder contained in this Agreement. For clarity, except with respect to the matters specified above, no Stockholder has any obligation to vote such Stockholder's Subject Shares in any particular manner and, with respect to any other matter, each Stockholder shall be entitled to vote such Stockholder's Subject Shares (or abstain with respect to any matter) in the Stockholder's sole discretion.

ARTICLE 2
Representations and Warranties of Stockholders

Each Stockholder represents and warrants to Parent that:

Section 2.01. *Corporate Authorization; Binding Agreement*. The execution, delivery and performance by such Stockholder of this Agreement and the consummation by such Stockholder of the transactions contemplated hereby are within the organizational or individual powers of such Stockholder and have been duly authorized by all necessary action on the part of such Stockholder. This Agreement constitutes a legal, valid and binding Agreement of such Stockholder, enforceable against such Stockholder in accordance with its terms (subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered in a proceeding in equity or at law)). If such Stockholder is married and the Subject Shares set forth on Schedule A hereto opposite such Stockholder's name constitute community property under Applicable Laws, this Agreement has been duly authorized, executed and delivered by, and constitutes the valid and binding agreement of, such Stockholder's spouse. If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into and perform this Agreement. If such Stockholder is a trust, such Stockholder has been duly created and is validly existing and being administered under the laws of the jurisdictions in which the trustees thereof are resident and the trust is sitused, and the person executing this Agreement in his or her capacity as trustee of such Stockholder has been duly appointed and is validly acting as such trustee with all trust power and authority to execute and deliver this Agreement. Other than as provided in the Merger Agreement and except for any filings by such Stockholder with the SEC, the execution, delivery and performance by such Stockholder of this Agreement does not require any action by or in respect of, or any notice, report or other filing by such Stockholder with or to, or any consent, registration, approval, permit or authorization from, any Governmental Authority, other than any actions or filings the absence of which would not reasonably be expected to, individually or in the aggregate, prevent, delay or impair or otherwise adversely impact such Stockholder's ability to perform its obligations hereunder on a timely basis.

Section 2.02. *Non-Contravention*. The execution, delivery and performance by such Stockholder of this Agreement and the performance of its obligations hereunder do not and will not (i) if such Stockholder is an entity, violate the certificate of incorporation or bylaws (or other comparable organizational documents) of such Stockholder, (ii) violate any Applicable Law, (iii) require any consent, payment, notice to, or other action by any Person (not including a Governmental Authority) under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which such Stockholder is entitled under any provision of any agreement or other instrument binding on such Stockholder or (iv) result in the creation or imposition of any Lien on any asset of such Stockholder (including the Subject Shares).

Section 2.03. *Ownership of Shares*. Such Stockholder is the record or beneficial owner of the Subject Shares, free and clear of any Liens, options, rights, understandings or arrangements or any other encumbrances, limitations or restrictions whatsoever (including any restriction on the right to vote or otherwise dispose of the Subject Shares). Such Stockholder has, and (except as a result of a Permitted Transfer) will have at all times during the term of this Agreement, the sole right to vote and direct the vote of, and to dispose of and direct the disposition of, such Stockholder's Subject Shares, and there are no Contracts of any kind, contingent or otherwise, obligating such Stockholder to Transfer, or cause to be Transferred, any of its Subject Shares, and no Person has any contractual or other right or obligation to purchase or otherwise acquire any of such Stockholder's Subject Shares, other than Subject Shares with respect to which any clawback or repurchase right under Company policy or equity compensation plan or agreement applies. Except for this Agreement, none of such Stockholder's Subject Shares are subject to any voting agreement, voting trust or other agreement or arrangement, including any proxy, consent or power of attorney. For purposes of this Agreement, "**beneficial ownership**" and "**beneficially own**" and similar terms have the meaning set forth in Rule 13d-3 under the 1934 Act.

Section 2.04. *Total Shares*. As of the date hereof, except for its Subject Shares set forth on Schedule A hereto and any options, restricted stock units or similar equity compensation grants exercisable or exchangeable for Shares under a Company equity compensation plan which grants do not have voting rights, such Stockholder does not beneficially own any equity interests, or any securities representing the right to purchase or otherwise receive any equity interests, of the Company.

Section 2.05. *Reliance.* Such Stockholder acknowledges that such Stockholder is a sophisticated investor with respect to its Subject Shares and has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the transactions contemplated by this Agreement and the Merger Agreement and has, independently and without reliance upon any other Person, and based on such information as such Stockholder has deemed appropriate, made his, her or its own analysis and decision to enter into this Agreement. Such Stockholder acknowledges that it has had the opportunity to seek independent legal advice from legal counsel of such Stockholder's own choosing prior to executing this Agreement. Such Stockholder understands and acknowledges that Parent is entering into the Merger Agreement, in part, in reliance upon such Stockholder's execution, delivery and performance of this Agreement and upon the representations, warranties, covenants and other agreements of such Stockholder contained in this Agreement.

Section 2.06. *Absence of Litigation.* Such Stockholder represents that there is no Action pending or, to the knowledge of such Stockholder, threatened against or affecting (i) such Stockholder or any of its properties or assets (including such Stockholder's Subject Shares) or (ii) any of its controlled Affiliates or any of their respective properties or assets, in each case before (or, in the case of threatened Actions, that would be before) or by any Governmental Authority or arbitrator that would reasonably be expected to, individually or in the aggregate, prevent or delay or impair or otherwise adversely impact such Stockholder's ability to perform its obligations hereunder on a timely basis.

Section 2.07. *Other Agreements.* Such Stockholder represents that such Stockholder (i) is not party to any agreement that has the effect of preventing or disabling such Stockholder from performing any of its obligations under this Agreement and (ii) has not granted any proxies or powers of attorney, or any other authorization or consent with respect to any of the Subject Shares with respect to the matters set forth in Section 1.01.

Section 2.08. *Finder's Fees*. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Parent or the Company in respect of this Agreement based upon any arrangement or agreement made by or on behalf of such Stockholder in such Stockholder's capacity as such.

Section 2.09. *No Other Representations*. Such Stockholder acknowledges and agrees that, other than the representations expressly set forth in this Agreement, Parent has not made, and is not making, any representations or warranties to such Stockholder with respect to Parent, the Merger Agreement or any other matter. Such Stockholder hereby specifically disclaims reliance upon any representations or warranties (other than the representations expressly set forth in this Agreement).

ARTICLE 3
Representations and Warranties of Parent

Parent represents and warrants to each Stockholder as follows:

Section 3.01. *Corporate Authorization*. The execution, delivery and performance by Parent of this Agreement and the consummation by Parent of the transactions contemplated hereby are within the corporate powers of Parent and have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of Parent, enforceable against Parent in accordance with its terms (subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered in a proceeding in equity or at law)).

Section 3.02. *No Other Representations*. Parent acknowledges and agrees that other than the representations expressly set forth in this Agreement, each Stockholder has not made, and is not making, any representations or warranties to Parent with respect to such Stockholder, the Merger Agreement or any other matter. Parent hereby specifically disclaims reliance upon any representations or warranties (other than the representations expressly set forth in this Agreement).

ARTICLE 4
COVENANTS OF STOCKHOLDERS

Each Stockholder hereby covenants and agrees that:

Section 4.01. *No Proxies for or Transfers with Respect to Subject Shares*.

(a) Until the Expiration Date and except pursuant to the terms of this Agreement and for any Permitted Transfer, such Stockholder shall not, without the prior written consent of Parent, directly or indirectly, (i) grant any proxies, powers of attorney, or any other authorizations or consents, or enter into any voting trust or other agreement or arrangement with respect to the voting of any Subject Shares, (ii) except for the purchase or acquisition of Shares upon the vesting or settlement of any equity awards, acquire, sell, assign, transfer, encumber or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect acquisition or sale, assignment, transfer, encumbrance or other disposition of (including by gift, and whether by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise, and including pursuant to any derivative transaction), any Subject Shares (or any beneficial ownership therein or portion thereof) during the term of this Agreement or consent to any of the foregoing (each, a "**Transfer**" (which defined term includes derivations of such defined term)), (iii) otherwise permit any Liens to be created on any of such Stockholder's Subject Shares or (iv) enter into any Contract with respect to the direct or indirect Transfer of any of such Stockholder's Subject Shares.

(b) Such Stockholder agrees that it shall not, and shall cause each of its controlled Affiliates not to, become a member of a "group" (as defined under Section 13(d) of the Exchange Act) with respect to any equity interests in the Company for the purpose of opposing or competing with or taking any actions inconsistent with the transactions contemplated by the Merger Agreement.

(c) Each Stockholder authorizes the Company to impose stop orders to prevent the Transfer of any of such Stockholder's Subject Shares in violation of this Agreement.

(d) Notwithstanding anything to the contrary in this Agreement, each Stockholder may Transfer any or all of its Subject Shares in accordance with Applicable Law (x)(i) to such Stockholder's controlled Affiliates, (ii) to any Person by will or the Applicable Laws of descent and distribution, (iii) to any spouse, lineal descendants, siblings or parents of such Stockholder, and (iv) to any trust or entity substantially all of the economic interests of which are held by or for the benefit of such Stockholder or its spouse, lineal descendants, siblings or parents, (y) to satisfy any Tax liability incurred by such Stockholder in respect of vesting, exercise or settlement of equity compensation from the Company and (z) separate from clauses (x) and (y), Subject Shares having an aggregate value of up to $50,000,000 collectively with all Transfers under this clause (z) by all Stockholders party to this Agreement and stockholders of the Company party to similar voting agreement(s) executed by stockholders of the Company who are the Company's Chief Executive Officer or whose beneficiaries are family members of the Company's Chief Executive Officer (any Transfer in accordance with this paragraph, a "**Permitted Transfer**"); *provided*, that, prior to and as a condition to the effectiveness of any Permitted Transfer pursuant to clause (x) of this paragraph, each Person to whom any of such Subject Shares or any interest in any of such Subject Shares is or may be transferred shall have executed and delivered to Parent a counterpart of this Agreement in a form reasonably acceptable to Parent pursuant to which such transferee shall be bound by all of the terms and provisions of this Agreement.

(e) Notwithstanding anything to the contrary in this Agreement, each Stockholder may grant proxies for the Company's annual meeting with respect to the election of directors, approval of the compensation of the Company's named executive officers, ratification of the appointment of the Company's auditors and other matters unrelated to the Merger Agreement and the transactions contemplated thereby, *provided* that such proxies do not affect and are not inconsistent with the voting obligations of such Stockholder under this Agreement.

Section 4.02. Other *Offers*.

(a) Each Stockholder shall not, and shall not authorize its Representative to, take any action that the Company would then be prohibited from taking under Section 6.03(a) of the Merger Agreement, as if such section of the Merger Agreement applied to the Stockholder. Notwithstanding the foregoing, each Stockholder and its Representatives may engage in such activities to the extent that the Company or its Representatives are permitted to engage in such activities pursuant to the terms of the Merger Agreement, but only if such Stockholder complies with the terms of the Merger Agreement as if it were the Company. Each Stockholder shall, and shall cause its Representatives to, cease immediately and cause to be terminated any and all existing activities, discussions or negotiations, if any, with any Third Party or its Representatives conducted prior to the date hereof with respect to any Acquisition Proposal.

(b) Notwithstanding anything to the contrary in this Agreement, any Stockholder who is a director or officer of the Company shall be entitled to participate with the Company and its Representatives in any negotiations or discussions with any Person (including, without limitation, negotiating or discussing a voting agreement with a Person that would be entered into at any time after the termination of this Agreement), or any preparations therefor, in each case in connection with an Acquisition Proposal or a Superior Proposal to the extent that the Company is permitted to engage in such negotiations or discussions in accordance with Section 6.03 of the Merger Agreement.

Section 4.03. *Appraisal Rights*. Each Stockholder hereby irrevocably waives and agrees not to exercise any rights it may have to demand appraisal, dissent or any similar or related matter with respect to any Subject Shares that may arise with respect to the Merger.

Section 4.04. *Actions*. Each Stockholder hereby agrees in such Stockholder's capacity as a stockholder of the Company not to commence or participate in any Action or claim, whether derivative or otherwise, against Parent, the Company or any of its Affiliates, or their respective boards of directors or members thereof or officers, relating to the negotiation, execution or delivery of this Agreement or the Merger Agreement, or the consummation of the transactions contemplated thereby, including any such claim (A) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or (B) alleging a breach of any fiduciary duty of the Company Board in connection with the Merger Agreement or the transactions contemplated thereby, and such Stockholder hereby agrees to take all actions necessary to opt out of any class in any class action relating to the foregoing; provided that the foregoing shall not restrict any Stockholder from asserting any counterclaims or defenses in connection with any claim or other Proceeding brought against such Stockholder arising out of or in connection with this Agreement, the Merger Agreement or the transactions contemplated hereby and thereby.

Section 4.05. *Adjustments*. In the event of any stock split, stock dividend or distribution, reorganization, recapitalization, readjustment, reclassification, combination, exchange of shares or the like of the capital stock of the Company on, of or affecting the Subject Shares, then the terms of this Agreement shall apply to the equity interests of the Company, or to the securities representing the right to purchase or otherwise receive equity interests of the Company, as applicable, received in respect of the Subject Shares by such Stockholder immediately following the effectiveness of the events described in this Section 4.07, as though they were Subject Shares hereunder.

Section 4.06. *Directors and Officers*. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict any Stockholder who serves as a director or officer of the Company or any of its Subsidiaries in acting in his or her capacity as a director or as an officer of the Company or such Subsidiary, including with respect to Section 6.03 of the Merger Agreement, it being understood that this Agreement applies to each Stockholder solely in his or her capacity as a stockholder of the Company and does not apply to, and shall not limit or affect in any manner, any such Stockholder's actions, omissions, judgments or decisions as a director or officer of the Company or any of its Subsidiaries, including participating in an Adverse Recommendation Change, and no such action, omission, judgment or decision, in such Stockholder's capacity as director or officer of the Company or any of its Subsidiaries, shall violate any of such Stockholder's agreements or obligations under this Agreement. Each Stockholder is executing this Agreement solely in its capacity as a stockholder of the Company.

Section 4.07. *Disclosure*. Each Stockholder shall permit Parent and the Company to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document Parent or the Company determines to be necessary or desirable in connection with the Merger and any transactions related thereto, such Stockholder's identity and ownership of Subject Shares and the nature of such Stockholder's commitments, arrangements and understandings under this Agreement, in each case to the extent such Stockholder's identity and ownership of Subject Shares is public as of the date of this Agreement or required by SEC rules.

Section 4.08. *Additional Shares*. In the event that any Stockholder acquires record or beneficial ownership of, or the power to vote or direct the voting of, any additional Shares or other voting interests with respect to the Company, including upon the vesting or settlement of any equity awards to purchase or acquire Shares, such Shares or voting interests shall, without further action of the parties, be deemed Subject Shares and, subject to the provisions of this Agreement, the number of Shares held by such Stockholder shall be deemed amended accordingly, and such Shares or voting interests shall automatically become subject to the terms of this Agreement. Each Stockholder shall promptly notify Parent of any such event.

ARTICLE 5
MISCELLANEOUS

Section 5.01. *Other Definitional and Interpretative Provisions.* The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and, if applicable, to any rules, regulations or interpretations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References to a "party" or the "parties" means a party or the parties to this Agreement unless the context otherwise requires. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and each has been represented by counsel of its choosing and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by such parties and no presumption or burden of proof will arise favoring or disfavoring any party due to the authorship of any provision of this Agreement. Unless otherwise specifically indicated, all references to "dollars" and "$" will be deemed references to the lawful money of the United States of America.

Section 5.02. *Further Assurances*. Parent and each Stockholder will each execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under Applicable Laws, to consummate and make effective the transactions contemplated by this Agreement.

Section 5.03. *No Ownership Interest*. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the relevant Stockholder, and Parent shall have no authority to exercise any power or authority to direct any Stockholder in the voting or disposition of any of the Subject Shares, except as otherwise provided herein.

Section 5.04. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including electronic mail ("**email**") transmission, so long as a receipt of such email is requested and received) and shall be given,

if to Parent, to:

CrowdStrike Holdings, Inc.
209 E. 9th Street, Suite 1400
Austin, Texas
Attention: [***]
Email: [***]

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
900 Middlefield Road, Suite 200
Redwood City, California 94063

Attention: Alan F. Denenberg; Michael Diz; Michael Gilson; Tierney O'Rourke
Email: alan.denenberg@davispolk.com; michael.diz@davispolk.com;
michael.gilson@davispolk.com; tierney.orourke@davispolk.com

if to any Stockholder, to the address set forth on Schedule A opposite the name(s) of such Stockholder(s), with a copy (which shall not constitute notice) to:

Ashurst Perkins Coie US LLP
Attention: Wendy Moore
Email: Wendy.moore@ashurstperkins.com

or to such other address or email address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt on a Business Day. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day.

Section 5.05. *Amendments; Termination*. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or in the case of a waiver, by the party against whom the waiver is to be effective; provided that, without the prior written consent of the Company (acting with the approval of the Company Board), no amendment of any provision of this Agreement, and no waiver by any Stockholder of any provision of this Agreement, shall be effective, and the Company shall be an express third-party beneficiary of this Agreement. This Agreement shall terminate upon the earlier of (i) the Effective Time, (ii) the termination of the Merger Agreement in accordance with its terms, (iii) without the prior written consent of each Stockholder, any amendment, modification or waiver of the Merger Agreement that reduces the amount or changes the form or mix of the Merger Consideration or otherwise materially and adversely affects Stockholder and (iv) the mutual written agreement of each party to this Agreement (any such date under clauses (i) through (iv) being referred to herein as the "**Expiration Date**"). Notwithstanding the foregoing, (x) the provisions set forth in this Article 5 shall survive the termination of this Agreement and (y) no termination of this Agreement shall relieve any party hereto from liability, or otherwise limit the liability of any party hereto, for any willful and material breach of this Agreement that occurred prior to such termination.

Section 5.06. *Expenses*. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 5.07. *Successors and Assigns*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

Section 5.08. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 5.09. *Jurisdiction.* The parties hereto agree that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action brought in any such court has been brought in an inconvenient forum. Process in any such Action may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Sections 5.04 and 5.09 shall be deemed effective service of process on such party.

Section 5.10. *WAIVER OF JURY TRIAL*. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER BODY OF LAW, TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES, AGREES AND CERTIFIES THAT: (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD, IN THE EVENT OF LITIGATION, SEEK TO PREVENT OR DELAY ENFORCEMENT OF SUCH WAIVER; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER; (iii) IT MAKES SUCH WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

Section 5.11. *Counterparts; Effectiveness*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, it being understood that the parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement shall become effective upon the later of (i) the time at which each party hereto shall have received a counterpart hereof signed (including by electronic signature) by all of the other parties hereto and (ii) the execution and delivery of the Merger Agreement by the parties thereto. Until and unless Parent and a Stockholder has received a counterpart hereof signed (including by electronic signature) by the other, this Agreement shall have no effect and neither such Person shall have any right or obligation with respect to the other hereunder (whether by virtue of any other oral or written agreement or other communication). No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 5.12. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.13. *Specific Performance*. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and that money damages, even if available, would not be an adequate remedy, and that the parties shall be entitled (without proof of actual damages and without being required to prove that money damages are an inadequate remedy) to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions hereof in the courts referred to in Section 5.09, in addition to any other remedy to which they may be entitled at law or in equity. The parties further agree to (a) waive any requirement for the securing or posting of any bond in connection with such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity and (b) not assert that a remedy of specific performance or an injunction is unenforceable, invalid, contrary to law or inequitable for any reason.

Section 5.14. *Trust*. If such Stockholder is a trust, references to such Stockholder shall be deemed to be the relevant trust and/or the trustee thereof acting solely in the trustee's capacity as such trustee, in each case as the context may require to be most protective of Parent with respect to such trustee's representations and warranties as to the proper organization of the trust, the power and authority as trustee, the non-contravention of the trust's governing documents and similar representations and warranties.

Section 5.15. *Stockholder Obligation Several and Not Joint*. The obligations of each Stockholder hereunder shall be several and not joint, and no Stockholder shall be liable for any breach of the terms of this Agreement by any other Stockholder.

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed as of the day and year first above written.

CROWDSTRIKE HOLDINGS, INC.

By: _____
Name: Burt Podbere
Title: Chief Financial Officer

JAGTAR SINGH CHAUDHRY

By: _____
Name: Jagtar Singh Chaudhry

By: _____
Name: Jyoti P Chaudhry

JAY CHAUDHRY & JYOTI CHAUDHRY CO-TTEES JAY & JYOTI CHAUDHRY TR U/A DTD 12/06/25

By: _____
Name: Jagtar Singh Chaudhry
Title: Co-Trustee

By: _____
Name: Jyoti P Chaudhry
Title: Co-Trustee

THE P. JYOTI CHAUDHRY FAMILY TRUST DATED MARCH 1, 2000

By: _____
Name: Dewinder Kaur
Title: Trustee

THE CJCP TRUST

By: _____
Name: Ajay Mangal
Title: Trustee

THE CKS TRUST FOR THE BENEFIT OF YPC DATED 12/30/2017

By: _____
Name: Ajay Mangal
Title: Trustee

THE CKS TRUST FOR THE BENEFIT OF SRC DATED 12/30/2017

By: _____
Name: Ajay Mangal
Title: Trustee

THE CKS TRUST FOR THE BENEFIT OF SDC DATED 12/30/2017

By: _____
Name: Ajay Mangal
Title: Trustee

Schedule A

Subject Shares

Name of Stockholder	Company Common Stock	Address for Notices (including email)
Jay Chaudhry	340,186	c/o [***] email: [***] AND [***]
Jay Chaudhry & Jyoti Chaudhry Co-TTEES Jay & Jyoti Chaudhry TR U/A DTD 12/06/25	26,519,261	c/o [***] email: [***] AND [***]
The P. Jyoti Chaudhry Family Trust dated March 1, 2000	6,666	c/o [***] email: [***] at [***] with a copy to [***] at [***]
The CJCP Trust	21,433,421	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]
The CKS Trust for the benefit of YPC dated 12/30/2017	2,550,210	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]
The CKS Trust for the benefit of SRC dated 12/30/2017	2,550,211	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]
The CKS Trust for the benefit of SDC dated 12/30/2017	2,550,210	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]

Exhibit 10.2

Execution Version

POST-CLOSING VOTING AGREEMENT

November 22, 2026

CrowdStrike Holdings, Inc.
209 E. 9th Street, Suite 1400
Austin, Texas 78701
Attention: [***]

Ladies and Gentlemen:

The undersigned understands that Zscaler, Inc., a Delaware corporation (the "**Company**"), CrowdStrike Holdings, Inc., a Delaware corporation ("**Parent**"), and Neon Speedway, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("**Merger Sub**"), propose to enter into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "**Merger Agreement**"), pursuant to which, among other things, Merger Sub will merge with and into the Company (the "**Merger**"), with the Company surviving the Merger as a wholly owned subsidiary of Parent, and each share of common stock of the Company, par value $0.001 per share (each, a "**Company Share**" and collectively, the "**Company Shares**"), outstanding immediately prior to the effective time of the Merger (the "**Effective Time**") will be converted into the right to receive the Merger Consideration, including shares of Class A common stock of Parent, par value $0.0005 per share (each, a "**Parent Share**" and collectively, the "**Parent Shares**"). The consummation of the Merger is referred to herein as the "**Closing**" and the date on which the Closing occurs is referred to herein as the "**Closing Date**". This agreement is entered into by Jagtar Singh Chaudhry and each of Jay Chaudhry & Jyoti Chaudhry Co-TTEES Jay & Jyoti Chaudhry TR U/A DTD 12/06/25, The P. Jyoti Chaudhry Family Trust dated March 1, 2000, The CJCP Trust, The CKS Trust for the benefit of YPC dated 12/30/2017, The CKS Trust for the benefit of SRC dated 12/30/2017 and The CKS Trust for the benefit of SDC dated 12/30/2017 (each, individually and not jointly, the "**undersigned**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Merger Agreement.

To induce Parent to enter into the Merger Agreement, the undersigned hereby agrees that, during the period commencing on the Closing Date and ending on the later of (a) the third anniversary of the Closing Date and (b) the date on which Jagtar Singh Chaudhry ceases to be a member of the Parent Board (the "**Voting Period**"), the undersigned shall comply with the obligations set forth in this agreement; provided that this agreement will terminate effective on a Change of Control (defined below) of Parent.

During the Voting Period, at any meeting of the stockholders of Parent, however called, or at any adjournment or postponement thereof, or in any other circumstance in which the vote, consent or other approval of the stockholders of Parent is sought with respect to any matter, the undersigned shall, and shall cause its controlled affiliates to, (A) appear at each such meeting in person or by proxy or otherwise and, in any case, cause all Parent Shares (and any other voting securities of Parent) beneficially owned by the undersigned at any time during the Voting Period, including any acquired after the Closing, to be counted as present thereat for purposes of calculating a quorum and (B) vote (or cause to be voted), or execute and deliver a written consent (or cause a written consent to be executed and delivered) covering, all such Parent Shares and other voting securities in accordance with the recommendation of the Parent Board on each such matter, including but not limited to (i) in favor of each proposal recommended by the Parent Board and each director nominee recommended by the Parent Board and against any proposal or director nominee not so recommended; (ii) against any proposal by any person other than Parent relating to any merger, consolidation, business combination, tender or exchange offer, acquisition of a material portion of the assets or equity securities of Parent or other similar transaction involving Parent or any of its subsidiaries that is not approved and recommended by the Parent Board; (iii) against any merger agreement, business combination, merger, share exchange, asset acquisition, stock purchase, scheme of arrangement, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Parent, in each case that is not approved and recommended by the Parent Board; (iv) against any proposal to change the composition of the Parent Board that is not approved and recommended by the Parent Board; and (v) against any proposal, action or agreement that is not approved and recommended by the Parent Board and that would or would reasonably be expected to impede, interfere with, delay, frustrate or prevent any transaction or proposal approved and recommended by the Parent Board.

Without limiting the generality of the foregoing, during the Voting Period the undersigned shall not, (1) deposit any such Parent Shares or other voting securities of Parent in a voting trust or subject any such Parent Shares or other voting securities of Parent to any arrangement or agreement with respect to the voting thereof (other than this agreement), or (2) make a "solicitation" of "proxies" or consents (as such terms are used in the rules of the U.S. Securities and Exchange Commission (the "**SEC**")) of any equity interests of other stockholders of Parent against any proposal recommended by the Parent Board or for any proposal or director nominee not recommended by the Parent Board, in each case in connection with any vote or consent of the stockholders of Parent. The undersigned acknowledges that it is party to that certain Voting and Support Agreement, dated as of the date hereof, among the undersigned and Parent (the "**Voting Agreement**"), which governs the voting of the Company Shares held by the undersigned from the date hereof until the Expiration Date (as defined therein). The obligations under this paragraph apply from and after the Closing and are in addition to the Voting Agreement.

The undersigned understands that Parent is relying upon this agreement in entering into the Merger Agreement and proceeding toward consummation of the Merger. The undersigned further understands that this agreement is irrevocable (except as provided herein) and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

For clarity, the parties agree that nothing in this agreement will restrict or limit in any manner the right of each undersigned to sell, transfer, pledge or dispose of Parent Shares or any other securities covered by this agreement, in each case free of this agreement.

This agreement shall become effective as of, and conditioned upon, the occurrence of the Effective Time. Notwithstanding anything to the contrary herein, this agreement shall automatically terminate and be of no further force or effect upon the earliest of (i) the termination of the Merger Agreement in accordance with its terms prior to the Effective Time, (ii) the mutual written agreement of Parent and the undersigned and (iii) the expiration of the Voting Period, and upon such termination, no party shall have any obligation or liability hereunder.

Except as otherwise provided herein, the provisions of this agreement may be amended, modified, terminated or waived only with the prior written consent of Parent and the undersigned.

Whenever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement is held to be prohibited, invalid, illegal or unenforceable in any respect under any applicable law or regulation in any jurisdiction, such prohibition, invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this agreement in such jurisdiction or in any other jurisdiction, but this agreement will be reformed, construed and enforced in such jurisdiction as if such prohibited, invalid, illegal or unenforceable provision had never been contained herein.

Except as otherwise provided herein, this agreement contains the complete agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way. The obligations of the undersigned hereunder are several and not joint. The language used in this agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party. This agreement may be executed in multiple counterparts (which may be by electronic transmission, including PDF or DocuSign), any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

The parties agree that irreparable damage would occur if any provision of this agreement were not performed in accordance with its terms, and that Parent shall be entitled to an injunction or injunctions to prevent breaches of this agreement and to enforce specifically the terms hereof, without proof of actual damages and without any requirement to post a bond, in addition to any other remedy to which it is entitled at law or in equity.

All notices, consents and other communications hereunder shall be in writing (including email) and shall be given, if to Parent, to the address set forth above, with a copy (which shall not constitute notice) to Davis Polk & Wardwell LLP, 900 Middlefield Road, Suite 200, Redwood City, California 94063, Attention: Alan F. Denenberg; Michael Diz; Michael Gilson; Tierney O'Rourke, and, if to the undersigned, to the address set forth on **Exhibit A**, with a copy (which shall not constitute notice) to Ashurst Perkins Coie US LLP, Attention: Wendy Moore, Email: wendy.moore@ashurstperkins.com.

This agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state. Each party irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery (or, if such court lacks subject matter jurisdiction, any state or federal court sitting in the State of Delaware) in any action arising out of or relating to this agreement. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

"**Change of Control**" means the occurrence of any of the following:

(a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation or to a wholly owned subsidiary of Parent), in one or a series of related transactions, of all or substantially all of the assets of Parent and its subsidiaries, taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act);

(b) the adoption of a plan relating to the liquidation or dissolution of Parent;

(c) the consummation of any merger, consolidation or tender offer the result of which is that any "person" (as that term is used in Section 13(d) and 14(d) of the Exchange Act), becomes the beneficial owner of more than 50% of the voting stock of Parent measured by voting power rather than number of shares (other than a merger or consolidation in which the holders of capital stock of Parent immediately prior to such merger or consolidation continue to hold a majority of the outstanding voting power of the capital stock of Parent, the surviving entity, or the direct or indirect acquiring entity); or

(d) Parent consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, Parent, in any such event pursuant to a transaction in which any of the outstanding voting stock of Parent or such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the voting stock of Parent outstanding immediately prior to such transaction is converted into or exchanged for voting stock of the surviving or transferee person constituting a majority of the outstanding shares of such voting stock of such surviving or transferee person (immediately after giving effect to such issuance).

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

CROWDSTRIKE HOLDINGS, INC.

By: _____
Name:
Title:

JAGTAR SINGH CHAUDHRY

By: _____
Name: Jagtar Singh Chaudhry

By: _____
Name: Jyoti P. Chaudhry

JAY CHAUDHRY & JYOTI CHAUDHRY CO-TTEES JAY & JYOTI CHAUDHRY TR U/A DTD 12/06/25

By: _____
Name: Jagtar Singh Chaudhry
Title: Co-Trustee

By: _____
Name: Jyoti P. Chaudhry
Title: Co-Trustee

THE P. JYOTI CHAUDHRY FAMILY TRUST DATED MARCH 1, 2000

By: _____
Name: Dewinder Kaur
Title: Trustee

THE CJCP TRUST

By: _____
Name: Ajay Mangal
Title: Trustee

THE CKS TRUST FOR THE BENEFIT OF YPC DATED 12/30/2017

By: _____
Name: Ajay Mangal
Title: Trustee

THE CKS TRUST FOR THE BENEFIT OF SRC DATED 12/30/2017

By: _____
Name: Ajay Mangal
Title: Trustee

THE CKS TRUST FOR THE BENEFIT OF SDC DATED 12/30/2017

By: _____
Name: Ajay Mangal
Title: Trustee

EXHIBIT A

Name of Stockholder	Address for Notices (including email)
Jay Chaudhry	c/o [***] email: [***] AND [***]
Jay Chaudhry & Jyoti Chaudhry Co-TTEES Jay & Jyoti Chaudhry TR U/A DTD 12/06/25	c/o [***] email: [***] AND [***]
The P. Jyoti Chaudhry Family Trust dated March 1, 2000	c/o [***] email: [***] at [***] with a copy to [***] at [***]
The CJCP Trust	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]
The CKS Trust for the benefit of YPC dated 12/30/2017	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]
The CKS Trust for the benefit of SRC dated 12/30/2017	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]
The CKS Trust for the benefit of SDC dated 12/30/2017	c/o [***] Attn: [***] Senior Trust Officer | Team Lead email: [***]

Exhibit 99.1

CrowdStrike to Acquire Zscaler, Bringing Network Security and Zero Trust to the Falcon Platform

- Acquisition will unite the leaders in securing every device and every connection
- Zscaler will expand CrowdStrike's total addressable market by more than $185 billion
- Will provide a path to cross-sell the CrowdStrike platform to approximately 8,000 Zscaler customers
- Will deliver Zero Trust for AI Safety, securing the last mile of agentic AI
- Combined company is expected to begin with more than $10 billion in combined annual recurring revenue

AUSTIN, Texas and SANTA CLARA, Calif. – November 23, 2026 – CrowdStrike (NASDAQ: CRWD) and Zscaler (NASDAQ: ZS) today announced that they have entered into a definitive agreement under which CrowdStrike will acquire Zscaler in an all-stock transaction that values Zscaler at approximately $43.9 billion. Under the terms of the agreement, Zscaler shareholders will receive 1.135 shares of CrowdStrike common stock for each share of Zscaler common stock they own.

Network Security on the CrowdStrike Falcon Platform

With Zscaler, CrowdStrike will enter network security, cybersecurity's largest single addressable market segment. Users, applications, and now AI agents connect directly to the cloud, and that traffic never comes back through the data center. Firewalls and VPNs built to guard the data center can't see, inspect, or stop that traffic, the threats coming in, or the data going out. Zscaler's SSE is purpose-built for the AI era, with the Zscaler Zero Trust Exchange sitting inline between every user, agent, and application to enforce zero trust on every connection. SASE builds on that foundation to bring security and the network together, creating zero trust everywhere.

CrowdStrike is a leader in securing the endpoint, the workload, the identity, and the data. Zscaler is a leader in securing the connections between them. After closing, CrowdStrike will unite endpoint security with Zero Trust SASE to deliver a unified platform that puts both controls in the adversary's path to stop breaches.

"Security used to be about keeping the adversary out. Today, safety is required to let AI in," said George Kurtz, CEO and founder of CrowdStrike. "The network used to connect people to places. Now it connects agents to data. With Zscaler, we're building cybersecurity's operating system: a single control plane to deploy AI, control AI, and enable any agentic application to run safely. We see a path to become the largest AI safety and security company the world has ever seen."

"We built Zscaler to bring a new approach to the cybersecurity industry and that is a Zero Trust architecture," said Jay Chaudhry, CEO, chairman, and founder of Zscaler. "In the AI era, Zero Trust security has become non-negotiable, and AI agents are rapidly becoming the new weakest link. This agreement will accelerate our ability to bring Zero Trust Everywhere to a larger customer base. We see a significant opportunity to offer customers far superior protection in a rapidly evolving threat landscape and enable enterprises to safely adopt AI. Zscaler and CrowdStrike are complementary and this is the natural evolution of our longstanding partnership. We look forward to enabling our employees, customers, and shareholders to be a part of the significant upside that this transaction brings."

One Platform, One Data Layer, One Flex Contract

With Zscaler, the Falcon platform will own the two most important control points: the Falcon sensor across every endpoint and cloud workload, and the Zero Trust Exchange on every user, agent, and application connection. The endpoint is where the agent runs. The network is where it goes. Falcon Next-Gen SIEM, the agentic SOC, will unify device and network telemetry into one security data set. Falcon Flex will bring Zscaler onto the commercial model customers already use, so they commit once and expand from there.

Strategic Rationale and Value Creation Opportunity

- **Brings Zscaler's Zero Trust SASE, Security for AI, and Data Protection to the Falcon Platform**: Zscaler protects 50 percent of the Fortune 500 and operates the world's largest distributed inline security cloud across more than 200 service locations. After closing, CrowdStrike will offer Zscaler's Zero Trust SASE, security for AI, and data protection as part of the Falcon platform.

- **Combines Device and Network Data**: The Falcon platform generates trillions of events daily from the endpoint and cloud workloads, and Zscaler's Zero Trust Exchange processes more than 750 billion transactions per day. After closing, device and network telemetry will converge into a single data set, allowing CrowdStrike's SafeMind frontier security models to train on the adversary's full attack path.

- **Unlocks Cross-Sell Across Both Customer Bases**: Approximately 8,000 Zscaler customers are not yet CrowdStrike customers. Within the shared customer base, CrowdStrike sees room for even more platform adoption. After closing, customers of either company will be able to add the other's products on a single Falcon Flex contract. Both companies have best-in-class gross and net retention.

- **Expands the Market and the Partner Ecosystem**: CrowdStrike estimates the acquisition will expand its total addressable market by more than $185 billion in calendar year 2029. Zscaler's solutions will be sold through CrowdStrike's global system integrators, resellers, distributors, and cloud marketplaces, with significant opportunity downmarket and into the MSSP space.

- **From Partnership to One Platform**: The acquisition builds on one of CrowdStrike's largest technology alliances, spanning more than 2,000 shared customers and 16 integrations. For years, customers have asked CrowdStrike and Zscaler to join forces, and the two companies come together from positions of strength. A partnership integrates separate products. One company integrates everything: the data, the roadmap, the go-to-market, and the commercial model, and AI accelerates the integration. After closing, the integration of Zscaler into the Falcon platform will give customers one platform, one data layer, and one contract.

- **Increases Scale and Accelerates Profitable Growth**: At closing, the combined company is expected to begin with more than $10 billion in ARR. Zscaler reported $3.9 billion of ARR as of its recently completed fiscal quarter. The acquisition is expected to add incremental high-margin recurring revenue streams to CrowdStrike's financial profile.

- **Creates Significant Revenue Synergies:** CrowdStrike expects revenue synergies to build progressively over the first 30 months following close, reaching approximately $1 billion in annualized run-rate revenue synergies by the end of that period. These revenue synergies are expected to come from deepening combined customer relationships, expanding cross-sell and upsell opportunities, and integrating Zscaler's solutions into CrowdStrike's Falcon Flex go-to-market motion.

- **Drives Margin Expansion and Free Cash Flow Accretion:** CrowdStrike expects to achieve $500 million in annualized run-rate cost synergies within 18 to 24 months following the close, primarily through optimization of its data center infrastructure, vendors, and broader operations. These initiatives will support additional operating leverage and margin expansion over time. The transaction is expected to be significantly and immediately accretive to free cash flow per share before factoring in any synergies. The transaction is also expected to be accretive to revenue growth, non-GAAP operating margin, and free cash flow margin, after synergies, within the first fiscal year after close.

Transaction Details

Under the terms of the agreement, which has been unanimously approved by the boards of directors of both companies, CrowdStrike will acquire Zscaler in an all-stock transaction valued at an enterprise value of approximately $43.9 billion, based on CrowdStrike's closing share price as of November 20, 2026. Each outstanding share of Zscaler common stock will be exchanged for 1.135 shares of CrowdStrike common stock, representing an implied value of approximately $260.41 per Zscaler share, based on CrowdStrike's closing share price as of November 20, 2026. This represents a premium of approximately 34% to Zscaler's closing share price as of November 20, 2026. Following completion of the transaction, existing CrowdStrike shareholders are expected to own approximately 84.1% of the combined company, and existing Zscaler shareholders approximately 15.9%.

The transaction is expected to close in the second half of CrowdStrike's fiscal year 2028, subject to approval by Zscaler shareholders, receipt of required regulatory approvals, and satisfaction of other customary closing conditions. In connection with the transaction, Jay Chaudhry and his affiliates, representing approximately 34% of Zscaler outstanding shares, have entered into voting agreements in support of the transaction. Until closing, both companies will continue to operate independently.

Following the close of the transaction, Jay Chaudhry will continue to lead the Zscaler business and will join the CrowdStrike Board of Directors.

CrowdStrike Reports Fiscal Third Quarter 2027 Results and Zscaler Issues Fiscal First Quarter 2027 Results

In a separate press release issued today, CrowdStrike reported its fiscal third quarter 2027 financial results. CrowdStrike's financial results are available on the Investor Relations website at ir.crowdstrike.com.

CrowdStrike and Zscaler will hold a joint conference call today, November 23, 2026, at 5:00 a.m. Pacific time (8:00 a.m. Eastern time) to discuss the transaction and CrowdStrike's fiscal third quarter 2027 financial results, replacing the call previously scheduled for December 1, 2026. An investor presentation regarding the transaction will be available on CrowdStrike's Investor Relations website at ir.crowdstrike.com. A recorded webcast of the event will also be available there for one year.

Zscaler separately reported financial results today for its fiscal first quarter 2027. Zscaler's earnings release can be found at ir.zscaler.com.

Advisors

Qatalyst Partners is serving as sole lead financial advisor to CrowdStrike. J.P. Morgan Securities LLC and BofA Securities also advised CrowdStrike. Davis Polk & Wardwell LLP is serving as legal counsel and Joele Frank is serving as strategic communications advisor.

BDT & MSD Partners is sole lead financial advisor to Zscaler. Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC are also named as financial advisors to Zscaler. Wilson Sonsini Goodrich & Rosati LLP is serving as legal counsel and Kekst CNC is serving as strategic communications advisor.

About CrowdStrike

CrowdStrike (NASDAQ: CRWD), a global cybersecurity leader, has redefined modern security with the world's most advanced cloud-native platform for protecting critical areas of enterprise risk: endpoints and cloud workloads, identity, and data.

Powered by the CrowdStrike Security Cloud and world-class AI, the CrowdStrike Falcon® platform leverages real-time indicators of attack, threat intelligence, evolving adversary tradecraft, and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting, and prioritized observability of vulnerabilities.

Purpose-built in the cloud with a single lightweight-agent architecture, the Falcon platform delivers rapid and scalable deployment, superior protection and performance, reduced complexity, and immediate time-to-value.

About Zscaler

Zscaler (NASDAQ: ZS) accelerates digital transformation so customers can be more agile, efficient, resilient, and secure. The Zscaler Zero Trust Exchange™ platform protects thousands of customers from cyberattacks and data loss by securely connecting users, devices, and applications in any location. Distributed across 200+ public service locations globally and thousands of private sites at the edge, the SASE-based Zero Trust Exchange is the world's largest inline cloud security platform.

Important Information about the Transaction and Where to Find It

In connection with the transaction, CrowdStrike and Zscaler will make filings with the Securities and Exchange Commission (the "SEC"), including a registration statement on Form S-4 filed by CrowdStrike that will include a proxy statement of Zscaler that also constitutes a prospectus of CrowdStrike. A definitive proxy statement will be mailed to stockholders of Zscaler after the Form S-4 is declared effective by the SEC. This communication is not a substitute for the registration statement, proxy statement or prospectus or any other document that CrowdStrike or Zscaler (as applicable) may file with the SEC in connection with the proposed transaction.

Before you make any voting or investment decision, CrowdStrike and Zscaler securityholders are urged to read these and other filings, as well as any amendments or supplements to these documents, when they become available. They have important information about the proposed transaction. You can obtain these filings for free at http://www.sec.gov. You may also obtain CrowdStrike's filings for free at https://ir.crowdstrike.com/results-filings/sec-filings and Zscaler's filings for free at https://ir.zscaler.com/financial-information/sec-filings.

Participants in the Solicitation

CrowdStrike, Zscaler, their respective directors and certain of their respective executive officers may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information about the directors and executive officers of Zscaler is set forth in its proxy statement for its 2025 annual meeting of stockholders, which was filed with the SEC on November 21, 2025 (and which is available at https://www.sec.gov), in its Form 10-K for the fiscal year ended July 31, 2026, which was filed with the SEC on September 3, 2026 (and which is available at https://www.sec.gov), in its Form 8-K, which was filed with the SEC on April 16, 2026 (and which is available at https://www.sec.gov) and its Form 8-K, which was filed with the SEC on September 24, 2026 (and which is available at https://www.sec.gov). Information about CrowdStrike's directors is set forth in its proxy statement for its 2026 annual meeting of stockholders, which was filed with the SEC on May 5, 2026 (and which is available at https://www.sec.gov) and its Form 10-K for the fiscal year ended January 31, 2026, which was filed with the SEC on March 5, 2026 (https://www.sec.gov). Additional information regarding the direct and indirect interests of those persons and other participants in the proxy solicitation will be contained in the joint proxy statement/prospectus when it becomes available. These documents can be obtained for free from the sources indicated above.

No Offer or Solicitation

This communication is for informational purposes only and shall not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Forward-Looking Statements

This communication contains forward-looking statements within the meaning of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. All statements contained in this communication other than statements of historical fact are forward-looking statements. Some forward-looking statements can be identified by words such as "believe," "may," "will," "potentially," "estimate," "continue," "anticipate," "intend," "could," "would," "project," "plan," "expect," "accelerate," "expand," "mission," "objective," "outlook," "predict," "target," or similar expressions. Forward-looking statements include statements about the timing and the consummation of the proposed transaction, its anticipated benefits, including the timing and amount of potential synergies, future financial and operating performance, and the incremental total addressable market for CrowdStrike in connection with the proposed transaction. All such forward-looking statements are subject to risks, uncertainties and assumptions that could cause actual results to differ materially. Factors that could cause such a difference include: the ability of CrowdStrike and Zscaler to satisfy closing conditions including regulatory approvals, the ability of CrowdStrike and Zscaler to integrate their businesses successfully; potential litigation relating to the proposed transaction; disruption from the proposed transaction; diversion of management's time and attention as a result of the proposed transaction; potential adverse reactions or changes to business relationships resulting from the proposed transaction; restrictions during the pendency of the proposed transaction that could impact Zscaler's ability to pursue certain business opportunities or strategic transactions or otherwise operate its business; the possibility that the transaction may be more expensive to complete than anticipated; and other risks described in the section titled "Risk Factors" in Item 1A of CrowdStrike's Quarterly Report on Form 10-Q for the quarterly period ended July 31, 2026, filed with the SEC on August 27, 2026, and in Item 1A of Zscaler's Annual Report on Form 10-K for the fiscal year ended July 31, 2026, filed with the SEC on September 3, 2026; and risks described in future SEC filings made by CrowdStrike or Zscaler. Accordingly, you should not place undue reliance on any of these forward-looking statements.

The forward looking statements included in this communication are made only as of the date hereof, and are based on the current beliefs of CrowdStrike and Zscaler as well as assumptions made by and information currently available to them, which are subject to inherent uncertainties. Neither CrowdStrike nor Zscaler assumes any obligation to update any forward-looking statements, except as required by applicable law.

Contacts

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