As confidentially submitted to the Securities and Exchange Commission on February 10, 2021.
This draft registration statement has not been publicly filed with the
Securities and Exchange Commission and all information herein remains strictly confidential.

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Couchbase, Inc.

(Exact name of registrant as specified in its charter)

Delaware	7372	26-3576987
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Couchbase, Inc.
3250 Olcott Street
Santa Clara, California 95054
(650) 417-7500
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Matthew M. Cain
President and Chief Executive Officer
3250 Olcott Street
Santa Clara, California 95054
(650) 417-7500
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Rezwan D. Pavri Andrew T. Hill Lang Liu Wilson Sonsini Goodrich & Rosati, P.C. 650 Page Mill Road Palo Alto, California 94304 (650) 493-9300	Margaret Chow Randy Li Couchbase, Inc. 3250 Olcott Street Santa Clara, California 95054 (650) 417-7500	Alan F. Denenberg Emily Roberts Davis Polk & Wardwell LLP 1600 El Camino Real Menlo Park, California 94025 (650) 752-2000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Common stock, par value $0.00001 per share	$	$

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) of the Securities Act of 1933, as amended.
(2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase. See the section titled "Underwriting."

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant will file a further amendment which specifically states that this registration statement will thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement will become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion. Dated , 2021.

Shares

Couchbase, Inc.

Common Stock

This is an initial public offering of shares of common stock of Couchbase, Inc.

Prior to this offering, there has been no public market for the common stock. It is currently estimated that the initial public offering price per share will be between $ and $. We intend to apply to list the common stock on under the symbol " ".

We are an "emerging growth company" as that term is used in the Jumpstart Our Business Startups Act of 2012 and, as such, may elect to comply with certain reduced public company reporting requirements in future reports after the completion of this offering.

See the section titled "Risk Factors" beginning on page 17 to read about factors you should consider before buying shares of our common stock.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per share	***Total***
Initial public offering price	*$*	*$*
Underwriting discount(1)	*$*	*$*
Proceeds, before expenses, to Couchbase, Inc.	*$*	*$*

(1) See the section titled "Underwriting" for a description of the compensation payable to the underwriters.

To the extent that the underwriters sell more than shares of common stock, the underwriters have the option to purchase up to an additional shares from Couchbase, Inc. at the initial public offering price less the underwriting discount.

The underwriters expect to deliver the shares against payment in New York, New York, on or about , 2021.

Morgan Stanley *Goldman Sachs & Co. LLC*

Prospectus dated , 2021

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Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Neither we nor any of the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. Neither we nor any of the underwriters take responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus and any free writing prospectus we authorize to be delivered to you is current only as of their respective dates, regardless of the time of delivery of this prospectus or of any such free writing prospectus or of any sale of our common stock.

For investors outside the United States: Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus or the offer and sale of the shares of our common stock in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our common stock, and the distribution of this prospectus outside the United States.

GLOSSARY

Unless we otherwise indicate, or unless the context requires otherwise, any references in this prospectus to the following key business terms have the respective meaning set forth below:

- **Analytical database:** Read-only storage that allows stakeholders to find relevant data, perform queries and create reports based on existing data. Analytical databases are generally built for business intelligence and big data analytics, and usually function as part of larger data warehouses.
- **American National Standards Institute, or ANSI:** Industry standardized syntax widely used in relational databases.
- **Atomicity, Consistency, Isolation and Durability, or ACID:** Database transaction requirements intended to guarantee validity even in the event of system crashes or power failures.
- **Big Data:** Delivers real-time data solutions at scale to the enterprise such as Apache Spark, Elasticsearch, GitHub, etc.
- **Cache:** High-speed data storage layer that stores a subset of data, typically transient in nature, so that future requests for that data are served up faster than is possible by accessing the data's primary storage location.
- **Continuous integration/continuous delivery, or CI/CD:** Continuous integration refers to a development methodology that involves frequent integration of code into a shared repository. Continuous delivery is the process of getting all kinds of changes to production; changes may include configuration changes and new features.
- **Containers:** A logical packaging mechanism in which applications can be abstracted from the environment in which they actually run. This decoupling allows container-based applications to be deployed easily and consistently, regardless of the target environment.
- **Core:** Central set of data files that defines rules and captures and stores data.
- **Five-nines availability:** 99.999% uptime operational performance.
- **JavaScript Object Notation, or JSON:** Provides a simple, lightweight, human-readable notation. Supports basic data types, such as numbers and strings, and complex types, such as embedded documents and arrays.
- **Kubernetes:** An open source container-orchestration for automating deployment, scaling and management of containerized applications.
- **Microservices:** Distinctive method of developing software systems that tries to focus on building single-function modules with well-defined interfaces and operations.
- **Multi-modal:** Multi-modal databases can store, index and query data in more than one system.
- **Node:** A physical or virtual machine that hosts a single instance of Couchbase Server.
- **N1QL:** Pronounced "nickel" and also known as "non-first normal form query language," Couchbase's database query language that allows application developers to query, transform and manipulate JSON data with the familiarity of SQL.
- **NoSQL:** Also known as "not only SQL," generally refers to a non-relational database, in which data is stored in a non-tabular format. NoSQL provides flexible schemas and scale easily with large amounts of data and high user loads.
- **Operational database:** A database that is used to store, modify, manage and update business information in real time.

- **Primary-replica:** Enables data from one database server (the primary) to be replicated to one or more other database servers (the replicas), in order to improve performance, support backup of different databases and alleviate system failures.
- **Public cloud:** A geo-distributed cloud-native database that users can easily deploy and manage across any public system, such as Amazon Web Services, Microsoft Azure and Google Cloud Platform.
- **Relational database:** A relationship database that organizes data into tables that can be linked or related based on data common to each other. Allows users to retrieve an entirely new table from data in one or more tables with a single query.
- **Schema:** Represents a logical configuration of all or part of a relational database. It can exist both as a visual representation and as a set of formulas known as integrity constraints that govern a database.
- **SQL:** Structured Query Language, a standard language used to communicate with relational database management systems. Data is stored in tables that have fixed columns and rows.
- **System of record:** Authoritative data source for a given data element or piece of information.
- **Source of truth:** Trusted data source that gives a complete picture of the data object as a whole.
- **TPCx IoT:** A recognized industry benchmark to measure the performance of solutions for IoT gateway systems.

PROSPECTUS SUMMARY

This summary highlights selected information that is presented in greater detail elsewhere in this prospectus. This summary is not complete and does not contain all of the information you should consider before investing in our common stock. You should read this entire prospectus carefully, including the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus, before making an investment decision. The last day of our fiscal year is January 31. Our fiscal quarters end on April 30, July 31, October 31 and January 31. Unless the context otherwise requires, the terms "Couchbase," "the company," "we," "us" and "our" in this prospectus refer to Couchbase, Inc. and its consolidated subsidiaries.

COUCHBASE, INC.

Overview

Our mission is to empower enterprises to build, manage and operate modern mission-critical applications at the highest scale and performance. Couchbase provides a leading enterprise-class, multi-cloud to edge, NoSQL database. Enterprises rely on Couchbase to power the core applications their businesses depend on, for which there is no tolerance for disruption or downtime. Our database is versatile and works in multiple configurations, from cloud to multi- or hybrid-cloud to on-premise environments to the edge, and can be run by the customer or managed by us. We have architected our database on the next-generation flexibility of NoSQL, embodying a "not only SQL" approach. We combine the schema flexibility unavailable with legacy databases with the power and familiarity of the SQL query language, the *lingua franca* of database programming, into a single, unified platform. Our platform provides a powerful database that serves the needs of both enterprise architects and application developers.

We built Couchbase for the most important, mission-critical applications for the largest enterprises, with the highest performance, reliability, scalability and agility requirements. Any compromise of these requirements could cause these applications to fail—stopping or delaying package delivery for shipping companies, interrupting reservations for travel companies or causing product shortages in stores for retailers. We have spent over a decade building a platform architected to solve our customers' most difficult database challenges, from scale to flexibility to deployment. This includes enabling Couchbase to not just simply run in the cloud, but to run anywhere from public clouds to hybrid environments and even all the way to the edge, in truly distributed environments with flexibility in and between those environments. Combined with our performance at scale, we believe this power enables customers to run their most important applications with the effectiveness they require, with the efficiency they desire and in the modern infrastructure environments they demand.

With nearly every aspect of our lives being transformed by digital innovation, enterprises are charged with building applications that enable delightful and meaningful customer experiences. Enterprises are increasingly reliant on applications, and applications in turn rely on databases to store, retrieve and operationalize data into action. Today, applications are operating at a scale, speed and dynamism unheard of just a decade ago. There is an increasing diversity of application types, modalities and delivery and consumption models, and the volume, velocity and variety of data on which applications rely is growing at an exponential rate. Consequently, the demand on enterprises and their databases is growing exponentially. These trends are poised to continue, applying increasing urgency for enterprises to digitally transform. Indeed, digital transformation has become both a strategic imperative and a competitive necessity for enterprises seeking to thrive in a data-driven world.

We believe that for enterprises to successfully transform digitally, they must develop and deploy new applications, and also modernize and upgrade existing ones. As enterprises continuously face competitive threats

and disruption in their transforming industries, delivering new, innovative customer applications is crucial to their ability to not only survive, but to build new business models and generate additional revenue. While new applications enhance the way we shop, how we collaborate at work and how we get our entertainment, to enable complete next-generation digital experiences, enterprises must at the same time modernize existing core applications such as inventory and customer relationship management applications. Legacy applications must be re-architected to handle user growth from tens of thousands to millions and provide always-available experiences. This modernization can be complex and challenging, as it requires enterprises to upgrade nearly all aspects of their legacy software, infrastructure and development processes. But re-architecting legacy applications is not only imperative to enable next-generation user experiences, it can create cost and operational efficiencies and free up critical human and capital resources that could be used to further drive business objectives and accelerate transformation agendas.

There is an urgent need for database platforms that can support both sides of digital transformation, and legacy database technologies, including mainframes and relational databases, are unable to do so effectively. While legacy database technologies were built to the highest performance and reliability requirements of their generation, they are approaching the limits for which they were designed. The underlying architecture of these technologies has not changed significantly, while the requirements of the applications they need to support are changing dramatically. Legacy database technologies are buckling under the pressure of digital transformation, as they were not built to update and respond in microseconds, enable rich, customized user experiences and perform without latency.

However, enterprises must weigh the need to migrate to the next generation of databases against the risks of disruptions and downtime of their most important applications as they attempt such migrations. Until now, there had not been a set of compelling events to push adoption of next-generation databases as the risks and the associated rewards had not reached a complete breaking point. We believe that we are now at the tipping point of this generational transition. Efforts to accommodate the limitations of legacy databases through ad-hoc temporary fixes and stopgap methods are no longer sufficient given the increasing impact and urgency of digital transformation initiatives. These approaches fail to efficiently utilize human and capital resources, which further limits the ability of enterprises to achieve cost efficiencies and focus on other business objectives. Moreover, while first-generation NoSQL players have attempted to address the limitations of relational databases, they were not architected for the scale and performance requirements of new mission-critical applications, nor were they designed to efficiently modernize and upgrade existing applications and their underlying infrastructure. Additionally, their implementation of NoSQL lacks the familiarity of the SQL language, which requires re-training SQL-fluent application developers, making adoption difficult and costly. These deficiencies have created additional barriers and largely limited the adoption of other NoSQL databases by enterprises to non-mission-critical applications, such as departmental applications or other applications that are limited in scope. A move to the next generation of operational databases is required to provide the performance, reliability, scalability and agility needed for modern applications.

We designed Couchbase to give enterprises a database for the modern cloud world, overcoming the limitations of legacy database technologies and enabling the high performance, reliability, scalability and agility required by enterprises to deliver their mission-critical applications. We facilitate a seamless transition for our customers from legacy relational databases to our modern NoSQL platform resulting in better application scalability, user experience and security at the pace that works for them. We believe that both enterprise architects and application developers are key to initiating the transition away from legacy database technologies and that we are uniquely positioned and architected to serve both.

We employ a land-and-expand business model that makes it easy for enterprises to get started with Couchbase and, over time, as enterprises realize the benefits of our platform, allow such enterprises to

frictionlessly expand their usage. Enterprises building new applications are able to start with Couchbase outright as the operational database. Enterprises looking to re-architect existing applications are able to start with Couchbase alongside existing relational or mainframe databases, allowing such enterprises to experience the benefits of Couchbase with minimal disruption. As customers realize the benefits of our platform, they are able to seamlessly re-architect existing applications, while building new ones, on the platform. Over this journey, as we displace legacy database technologies and become a primary data store for applications, our database becomes a source of truth, and ultimately, a system of record. This strategy has been critical to the growth of our business and we believe it will enable us to continue to capture significant opportunities in the future. Our customers have taken this growth journey alongside us. Based on internal data reflecting the type and complexity of data searches from a sampling of our customers, we estimate that in January 2018, approximately 45% of our customers used Couchbase as a source of truth or system of record for some or all of their business. By January 2021, we estimate that approximately 80% of our customers used Couchbase as a source of truth or system of record for some or all of their business.

We sell our platform through our direct sales force and our growing ecosystem of partners. Our platform is broadly accessible to a wide range of enterprises, as well as governments and organizations. We have customers in a range of industries, including retail and e-commerce, travel and hospitality, financial services and insurance, software and technology, gaming, media and entertainment and industrials. We focus our selling efforts on the largest global enterprises with the most complex data requirements, and we have introduced a new cloud-based managed offering for enterprises looking for a turnkey version of our platform.

We have achieved significant growth over our operating history. For fiscal 2020 and 2021, our revenue was $82.5 million and $ million, respectively, representing year-over-year growth of % and our annual recurring revenue, or ARR, was $ million and $ million, respectively, for those years, representing year-over-year growth of %. Over the same periods, our net loss was $29.3 million and $ million, respectively, as we continued to invest in the growth of our business to capture the massive opportunity that we believe is available to us. See the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue” for information about how we calculate ARR.

Industry Background

We believe that operational databases represent one of the largest undisrupted opportunities within enterprise software today, with a 40-year-old technology underpinning the applications that pervade nearly every aspect of our digital lives. Every application, from one as simple as an alarm that wakes us up to those that power stock trading and food delivery apps, needs an operational database to access and manipulate data in real time. As digital transformation continues to take hold, the time is now for enterprises to adopt a next-generation database designed to support the applications that power modern customer experiences.

Relational Databases Designed for Applications of the Last Generation of Infrastructure

Relational databases were purpose-built for the last generation of enterprise infrastructure, leading to their near-universal adoption for applications. The usage of relational databases continues today, as they are a proven and mature technology and have large ecosystems of products, tools and expertise around which they are built. Most relational databases use SQL to query the database, and with over 19 million SQL developers in the world, the query language is familiar and easy to use for structured business data, even for non-technical users. Relational databases also offered atomicity, consistency, isolation and durability, or ACID, properties that provided confidence in data consistency and integrity for the last generation of mission-critical applications. While relational databases served the needs of the last generation of enterprise infrastructure, we believe they are ill-equipped and less cost-effective in meeting the challenges of ongoing digital innovation and transformation.

Our Lives Are Being Transformed by Digital Innovation, Requiring a New Technology Stack

With nearly every aspect of our lives becoming digital, there is a pressing need for companies to engage their customers through rich, personalized and differentiated online experiences. Everything we do is changing, from the way we shop, to the way we work, to the way we receive our on-demand entertainment. Wherever we are, we have come to expect digital experiences to be real-time, highly available, data-driven and always-responsive and to deliver novel and personalized experiences on any device.

The gateway from the physical to digital world, through which this new, innovative engagement comes to life, is applications. Applications enable experiences and experiences engage customers. Gone are the days that applications were merely a new way to enable a simple transaction, booking a reservation or buying an item online. Instead, the highly interactive applications we demand today must provide a new and better way to do everything. Applications must be able to support millions of concurrent users, leverage unstructured and structured data and react in real time to a massive amount and diversity of inputs. What was once a single transaction is now a customer journey though tens of thousands of digital interactions. The increase of digital behavior, the density and diversity of customer data and the ever increasing demands of users necessitate the need to process an exponential increase in data.

To handle the implications of our increasingly digital lives, and this insatiable demand of data, we believe enterprises must both build new highly interactive applications, as well as modernize existing ones and the infrastructure on which they run. Enterprises must modernize their technology stacks to remain competitive given the performance requirements of modern, interactive applications, ensure operational agility during peak usage periods and gain the total cost of ownership, or TCO, benefits of modern cloud architectures.

Legacy Relational Databases Not Built for Modern Mission-Critical Applications

Legacy relational databases are simply not built to deliver the performance, scalability and agility that modern applications require. For enterprises to achieve digital transformation, new databases are needed to power new applications and re-architect existing applications. This is a result of the significant limitations of relational databases, including the following:

- ***Not Built for Modern Applications or their Development.*** Relational databases use rigid, inflexible schemas that struggle to handle the wide variety of unstructured and semi-structured data generated by users and machines. These rigid schemas also need to be determined at the outset of development, requiring dedicated database administrators, or DBAs, to manage and change schemas if application requirements change during development.
- ***Not Designed for Performance.*** Relational databases were designed for tens of thousands, not millions of users. Legacy databases also face limitations with only being able to scale up by buying new servers with more compute and memory. Modern applications require the ability to quickly and cost-effectively add more capacity to manage spikes in workloads.

Migration from Relational Databases Requires a Solution that Works for Both Enterprise Architects and Application Developers

Even though relational databases are struggling under the strain of digital transformation, enterprises must weigh the need to provide better customer experiences against risks associated with migrating their databases as they modernize their technology stacks. Consequently, relational databases still hold a significant majority of the operational database market as enterprises have been using a patchwork of band-aid approaches.

Migrating away from relational databases for mission-critical applications requires alignment of both enterprise architects and application developers. Enterprise architects are focused on ensuring that mission-

critical applications are high performance at scale, reliable, secure and privacy-compliant. Application developers, on the other hand, are focused on how effective they can be in building applications on a particular database. In an environment where merely being good enough is not a viable option, as is the case for mission-critical applications, enterprises need help to make the shift to modern solutions a seamless one for both operations and development because these applications must be delivered at scale, with high performance and zero downtime.

Many Catalysts for New Operational Database Platforms

Powerful trends are transforming the ways that enterprises manage their software application environments and underlying IT infrastructure:

- ***Digital Transformation.*** Enterprises are investing in digital transformation to deliver modern customer experiences with applications that respond in microseconds.
- ***Growth in Data Volume and Variety.*** The proliferation of connected devices, applications and users has resulted in a massive increase in unstructured digital data.
- ***Cloud, Mobile and Edge Adoption.*** Enterprises are adopting cloud or hybrid architectures to support modern applications and need databases that can run anywhere, including at the edge and directly on mobile devices. The real-time transfer of data is essential and cannot have latency or be dependent on network or cellular connectivity.
- ***Scalable, Reliable Performance.*** Modern databases need to support user bases on a global scale with 24x7 uptime requirements.

These trends are driving the need for new operational database solutions.

Adoption of First-Generation NoSQL Databases Limited in Mission-Critical Applications

While first-generation NoSQL databases have attempted to address the limitations of relational databases, they have not been focused on mission-critical applications, which need to meet enterprise architects' requirements of performance at scale, reliability, security and privacy compliance. Some first-generation NoSQL databases are still architected with a primary-replica architecture, limiting reliability and impacting their suitability for mission-critical applications. Additionally, their implementation of NoSQL removes the familiarity of the SQL language, and requires re-training SQL-fluent application developers. Finally, first-generation NoSQL databases do not enable a seamless migration and thus create an element of risk in the transition. These first-generation NoSQL databases fail to satisfy the requirements of both enterprise architects and application developers, thereby limiting adoption to departmental rather than mission-critical applications.

Enterprises Require a Different Database Architecture to Support Modern Mission-Critical Applications

We believe enterprises must architect their mission-critical applications onto high performing, flexible, modern databases to meet customer expectations that are higher than ever and rapidly increasing. Enterprises need an operational database platform that can enable the deployment of new applications and the modernization of existing applications, and that has the following attributes:

- ***Multi-Modal.*** Enterprises often have multiple systems of record across different databases that need to be incorporated into a single engine.
- ***High Performance in Real Time at Massive Scale.*** Enterprises need an operational database that is able to produce extreme throughput with the low latency required by the most demanding applications and deliver millions of operations per second.

- ***Flexible.*** Enterprises need a flexible and cost-effective database product with a toolset to support highly interactive modern software and application development, including flexible schemas with multiple access methods, a unified programming model, key value lookups, SQL queries, full-text search and real-time analytics.
- ***Ease of Operation.*** Enterprises require a comprehensive user-friendly database platform that enables such enterprises to build and scale modern applications more quickly and access markets at the edge and customers more efficiently, offers streamlined configuration, setup and ongoing management, taking advantage of multi-cloud agility and helps provide high availability without compromising security.
- ***Runs Anywhere.*** Enterprises need a distributed database that can span servers and cloud instances and any device on the edge because today's cloud, mobile, Internet of Things, or IoT, and other modern applications run on a distributed basis, often interacting with millions of users and devices around the world. Moreover, the ability to run in multi-cloud environments allows enterprises to avoid cloud vendor lock-in.

Our Solution

Couchbase provides a leading enterprise-class, multi-cloud to edge, NoSQL database. Our database is engineered for high performance at scale to serve the needs of mission-critical applications that enterprises run their businesses on. Our database is versatile and works in multiple configurations, from cloud to multi- or hybrid-cloud to on-premise environments, and can be managed by the customer or by us. We have architected our database on the next-generation flexibility of NoSQL, embodying a "not only SQL" approach. We combine the schema flexibility unavailable with legacy databases with the power and familiarity of the SQL query language, the *lingua franca* of database programming, into a single, unified platform, spanning from the cloud to the edge.

We have architected our platform with a long-term vision towards serving the requirements of the most demanding enterprises. As digital transformation continues to take hold and the demand for highly interactive applications intensifies, we have purpose-built our platform to empower enterprises to manage these increased demands and deliver the rich, personalized experiences that customers expect. We believe that our purpose-built approach, which has required us to solve major computer science problems, will enable our platform to perform at enterprise-class levels even as it addresses the increasing demands of emerging trends, such as self-driving cars, the proliferation of edge computing with 5G, augmented reality and blockchain.

We designed Couchbase to give enterprises a database for the modern world, overcoming the limitations of relational databases and at the same time enabling the high performance and massive scale required to deliver next-generation customer experiences by facilitating the creation and deployment of new applications and modernization of existing applications. As customers continue to demand more from their existing and new applications, our platform enables enterprises to move to our next-generation database to keep their mission-critical applications—and by extension, their businesses—competitive. We facilitate a seamless transition for our customers from legacy relational databases to our modern NoSQL platform resulting in better application scalability, user experience and security at the pace that works for them.

We believe that both enterprise architects and application developers are key to initiating the transition away from legacy relational databases and that we are uniquely positioned and architected to serve both. For enterprise architects, we believe we provide a database that enables performance at scale and high availability required for modern applications, while providing significant TCO benefits, thereby lowering technology costs and ensuring more efficient use of resources. Couchbase is also the first distributed NoSQL database to be controlled within Kubernetes and provides push-button simplicity to automate many of the operational tasks around managing a database such as adding or removing nodes.

For application developers, we provide an easy-to-use database and platform that allows them to focus on building modern applications quickly and effectively. We also bring the flexibility and ease of NoSQL by providing "not only SQL," which enables agility with a flexible schema, while maintaining the familiarity of the SQL language and removing the need to retrain application developers. Given the rising shortage of skilled application developers, this capability enables those who know SQL to transition to Couchbase from a legacy relational database without having to be retrained as they would for another NoSQL database.

For enterprises building new applications, they can start with Couchbase outright as the operational database. For those looking to re-architect existing applications, they can start with Couchbase alongside existing relational databases as a cache, significantly boosting performance. As customers realize the benefits of our full platform capabilities, they can seamlessly enable them microservice by microservice. Over this journey, our database becomes a source of truth for applications and ultimately a system of record, displacing legacy databases. This approach has been critical to the growth of our business and we believe it will enable us to continue to capture significant opportunities in the future.

Our customers have taken this growth journey alongside us. Based on internal data reflecting the type and complexity of data searches from a sampling of our customers, we estimate that in January 2018, approximately 45% of our customers used Couchbase as a source of truth or system of record for some or all of their business. By January 2021, we estimate that approximately 80% of our customers used Couchbase as a source of truth or system of record for some or all of their business.

Key Customer Benefits

Our platform delivers the following key benefits and capabilities for our customers:

- ***Single Unified Platform Eliminating Need for Point Solutions.*** Couchbase combines the performance of a caching layer to serve up data faster, a document datastore to provide high levels of durability and the reliability of a system of record with ACID to enable high performance in a single platform from cloud to edge. Our unified platform eliminates the need to manage independent technologies and data models and helps provide consistency between multiple databases and systems in different languages and application programming interfaces, or APIs.
- ***Architected for Uncompromised Performance at Massive Scale.*** Our customers can rely on Couchbase for tens of millions of operations per second and response times measured in microseconds. Our architecture automatically creates copies of data across multiple nodes without a primary node that is vulnerable to data loss or interruptions. Our mix of no-compromises high performance and scale enables our customers to use our platform for mission-critical applications that they have not entrusted to others.
- ***Architected for Flexibility to Enable Application Developer Agility.*** Couchbase enables the principles of agile development and continuous integration, continuous delivery, continuous deployment, or CI/CD, through a wide range of toolsets designed to provide maximum flexibility for application developers and give them the power to utilize the data inside our database. They include the following:
  - ***Application-driven database.*** Couchbase was built with a flexible JSON data model to enable schema changes without downtime, enabling continuous deployment.
  - ***Leveraging common SQL queries.*** N1QL's unique capabilities enable enterprises to redeploy their SQL-trained DBAs and minimize disruption, enabling an easier transition from relational to our "not only SQL" version of NoSQL.
  - ***Toolset for application developers to build rich applications.*** We have built an extensive toolset for application developers including indexing, query, full-text search, which is our integrated JSON search that allows users to enable the feature, create an index and start searching the text, real-time analytics and eventing.

- ***Designed for Ease of Operation.*** Our platform is engineered to meet the exacting availability, automation, management and security requirements of enterprises.
  - ***Reliability and resiliency through distributed replication.*** We enable five-nines availability with highly reliable replication.
  - ***Automation.*** Couchbase also automates common tasks to increase operational efficiency.
  - ***Native Kubernetes and cloud integration.*** Couchbase is also the first distributed NoSQL database to be controlled and automated within Kubernetes without manual deployment and life-cycle management.
  - ***Full-stack security.*** Couchbase provides authentication, authorization and auditing to preserve the privacy and integrity of data and enable role-based access control.

  With all of these features, customers have seen increases in database management efficiency of up to %.
- ***Runs Anywhere from the Cloud to the Edge.*** We designed Couchbase to run wherever a customer wants, as a multi-cloud to edge distributed database that can be deployed on any combination of multiple public clouds, private clouds, virtual machines, containers and bare metal servers and right out to the edge. For edge deployments, where internet connectivity is not always possible, Couchbase Lite, our full-featured embedded database, provides capabilities that run locally on a device.

  Customers looking for a turnkey way to deploy Couchbase Server are able to do so with Couchbase Cloud, our managed database service that provides users access to a turnkey database in the cloud, without having to purchase or install their own hardware or database software or manage their database. Couchbase Cloud, through a flexible consumption pricing model, further empowers customers to control their data, clusters, clouds, configurations and costs in a fully-managed NoSQL database.

Our Competitive Strengths

Our competitive strengths include the following:

- ***Powerful for both Enterprise Architects and Application Developers.*** Our architecture is designed for high availability and performance at massive scale, while enabling agile application development with a flexible data model.
- ***Land and Easily Expand on a Single Platform Workload by Workload.*** Our platform makes it easy for enterprises to get started with Couchbase and over time, we can take over database requirements for mission-critical applications. We have seen rapid growth with our largest customers, as demonstrated by growth in ARR:
  - Our customers that had at least $ in ARR as of have increased their ARR by an average of since the time of such customer's first contract with us. ARR attributed to this category of customers has increased more than between and .
  - Our customers that had at least $ in ARR as of have increased their ARR by an average of since the time of such customer's first contract with us. ARR attributed to this second category of customers has increased more than between and .

  See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue" for information about how we calculate ARR.
- ***Enable Flywheel Go-to-Market Motion Combining "Buy-from" and "Sell-to."*** Our go-to-market strategy is driven by our differentiated technology, which allows us to drive customer adoption through a mature "sell-to" motion targeting enterprise architects that is complemented by a "buy-from" motion

targeting application developers. This provides us with a powerful flywheel that will continue to expand the reach and awareness of our platform among enterprise architects and application developers, which we believe will enable us to drive more effective marketing initiatives, shorter sales cycles and higher sales volume.

- ***Architected for Today and Tomorrow.*** We have architected our platform with a long-term vision towards providing the highest performance, reliability, scalability and agility for mission-critical applications at the largest enterprises all in one unified platform. In doing so, we have tackled and solved major computer science problems.
- ***People and Culture (Be Valued, Create Value).*** Our most important asset is our people. We are committed to a work environment where each employee feels valued, respected and treated like a critical member of the team to contribute to the company as well as to the broader community. Our true purpose is greater than career aspirations and corporate missions—it's about making life better for everyone we care about.

Our Market Opportunity

The operational database market is one of the largest in the software industry and has yet to transition to next-generation NoSQL technologies. According to International Data Corporation, or IDC, the worldwide data management software market was $67.7 billion in 2020 and expected to grow to $106.3 billion in 2024. We believe that an increasing amount of the worldwide database software spend will be directed towards new technologies as workloads evolve to support dynamic data and data-driven applications.

As customers realize the benefits of our platform, they increasingly migrate their existing applications and build their new applications on our platform. As this trend continues, we become a primary data store for applications and our database becomes a source of truth, and ultimately, a system of record, which further enhances our customers' use of our platform. This strategy has been critical to the growth of our business and we believe it will enable us to continue to capture significant opportunities in the future. Once Couchbase becomes embedded as a system of record for our customers, they come to rely on our database and become loyal and growing customers.

The database market has experienced significant evolution in some parts of the database industry. Whereas operational databases help run applications, analytical databases do not operate in real time. They were designed to help businesses make decisions across a large set of data. Both categories evolved to optimize for the workloads they serve and have made core architectural decisions that make it difficult to serve both markets comprehensively. Already, we have seen tremendous transformation in the analytical database market driven by technology trends such as machine learning and IoT. We believe that the operational database market is primed for a rapid and secular shift to next-generation NoSQL technologies.

Our Growth Strategy

Key elements of our growth strategy include:

- ***Focus on Sustained Differentiation and Innovation for Enterprise Applications***
  - ***Core Platform to Enable Agility, Flexibility with Performance.*** Enterprises are re-architecting mission-critical applications to allow them to function in the cloud, resulting in better scalability, user experience and security.
  - ***Couchbase Cloud to Enable Easy Management and Consumption of our Sophisticated Core Platform.*** Couchbase Cloud is our fully-managed cloud product built on Couchbase Server which enables enterprises to control their data, security and operational costs while avoiding vendor lock-in on their Infrastructure-as-a-Service, or IaaS, provider.

- ***Building out a Strong Enterprise Go-to-Market Motion and Growing Mindshare among Application Developers***
  - ***Expand within our Existing Customers.*** Many of our customers initially deploy our platform for initial applications as a cache or source of truth. As these customers realize the benefits of our platform, they may choose to deploy Couchbase as a system of record for their mission-critical applications. Our platform is built for customers to consolidate multiple point solutions from caching to a document database into a single high performance, reliable, scalable and agile platform.
  - ***Further Grow Our Customer Base to Add New Customers.*** Our go-to-market motion is built on a highly instrumented direct selling motion to enterprises for mission-critical applications. Our "sell-to" motion focuses on capturing the top down strategic demands of enterprises through enterprise architects. We are also working on growing our "buy-from" selling motion through application developers, who are a key constituent driving digital transformation within their companies.
- ***Building World-Class Teams.*** Couchbase's foundation is built on the twin pillars of culture and people. We believe that we employ the best talent in the industry and enable our employees to do the best and most fulfilling work within a culture we believe in and care about deeply.

Risk Factors Summary

Our business is subject to numerous risks and uncertainties that make an investment in our common stock speculative or risky, including those highlighted in the section titled "Risk Factors" immediately following this prospectus summary. These risks include, but are not limited to, the following:

- We have a history of net losses and may not achieve or maintain profitability in the future;
- We may not continue to grow on pace with historical rates;
- If we fail to manage our growth effectively, our brand, business, financial condition and results of operations could be adversely affected;
- We face intense competition and if we are unable to compete effectively, our business, financial condition and results of operations would be adversely affected;
- We may fail to cost-effectively acquire new customers or obtain renewals, upgrades or expansions from our existing customers, which would adversely affect our business, financial condition and results of operations;
- The market for our products and services is relatively new and evolving, and our future success depends on the growth and expansion of this market;
- If we fail to innovate in response to changing customer needs, new technologies or other market requirements, our business, financial condition and results of operations could be harmed;
- We have a limited operating history, which makes it difficult to predict our future results of operations;
- Our future results of operations may fluctuate significantly, and if we fail to meet the expectations of analysts or investors, our stock price and the value of your investment could decline substantially; and
- We rely significantly on revenue from subscriptions, which may decline and, because we recognize a significant portion of revenue from subscriptions over the term of the relevant subscription period, downturns or upturns in sales are not immediately reflected in full in our results of operations.

Channels for Disclosure of Information

Investors, the media and others should note that, following the completion of this offering, we intend to announce material information to the public through filings with the Securities and Exchange Commission, or the SEC, the investor relations page on our website, press releases, public conference calls, webcasts and our corporate blog at blog.couchbase.com.

The information disclosed by the foregoing channels could be deemed to be material information. As such, we encourage investors, the media and others to follow the channels listed above and to review the information disclosed through such channels.

Any updates to the list of disclosure channels through which we will announce information will be posted on the investor relations page on our website.

Corporate Information

We were incorporated in 2008 as NorthScale, Inc., a Delaware corporation. In 2010, we changed our name to Membase, Inc. In 2011, Membase, Inc. merged with CouchOne, Inc. and in connection with the merger, we changed our name to Couchbase, Inc. Our principal executive offices are located at 3250 Olcott Street, Santa Clara, California 95054, and our telephone number is (650) 417-7500. Our website address is www.couchbase.com. Information contained on, or accessible through, our website does not constitute part of this prospectus and inclusions of our website address in this prospectus are inactive textual references only. You should not consider information contained on our website to be part of this prospectus or in deciding whether to purchase shares of our common stock.

“Couchbase,” our logo and our other registered or common law trademarks, service marks or trade names appearing in this prospectus are the property of Couchbase, Inc. Other trademarks and trade names referred to in this prospectus are the property of their respective owners.

JOBS Act

We are an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An “emerging growth company” may take advantage of specified reduced reporting requirements that are otherwise applicable generally to public companies. These reduced reporting requirements include:

- the requirement to present only two years of audited financial statements and only two years of related management’s discussion and analysis in this prospectus;
- an exemption from compliance with the auditor attestation requirement on the effectiveness of our internal control over financial reporting;
- reduced disclosure about our executive compensation arrangements; and
- an exemption from the requirements to obtain a non-binding advisory vote on executive compensation or shareholder approval of any golden parachute arrangements.

We may take advantage of these provisions until we are no longer an “emerging growth company.” We would cease to be an “emerging growth company” upon the earliest to occur of: (i) the last day of the fiscal year in which we have more than $1.07 billion in annual revenue, (ii) the date we qualify as a large accelerated filer, with at least $700 million of equity securities held by non-affiliates, (iii) the date on which we have, in any three-year period, issued more than $1.0 billion in non-convertible debt securities and (iv) the last day of the fiscal year ending after the fifth anniversary of this offering. We may choose to take advantage of some but not all of these reduced reporting burdens. We have taken advantage of certain reduced reporting burdens in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

We have elected to use the extended transition periods available under the JOBS Act. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

See the section titled "Risk Factors—Risks Related to Ownership of Our Common Stock—We are an "emerging growth company" and the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors."

THE OFFERING

Common stock offered by us	shares
Common stock to be outstanding after this offering	shares
Option to purchase additional shares of common stock from us	shares
Use of proceeds	We estimate that the net proceeds from the sale of shares of our common stock in this offering will be approximately $ (or approximately $ if the underwriters' option to purchase additional shares of our common stock is exercised in full), based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock and enable access to the public equity markets for us and our stockholders. We intend to use the net proceeds from this offering for general corporate purposes, including working capital, operating expenses and capital expenditures. We may use some of the net proceeds we receive from this offering to repay all or a portion of the outstanding debt under the credit facility with Silicon Valley Bank, or the Credit Facility. Additionally, we may use a portion of the net proceeds to acquire or invest in businesses, products, services or technologies. However, we do not have agreements or commitments for any material acquisitions or investments at this time. See the section titled "Use of Proceeds" for additional information.
Concentration of ownership	Upon the completion of this offering, our executive officers, directors and holders of 5% or more of our common stock will beneficially own, in the aggregate, approximately % of the outstanding shares of our common stock.
Proposed trading symbol	" "

The number of shares of our common stock that will be outstanding after this offering is based on shares of our common stock (after giving effect to the Capital Stock Conversion (as defined below)) outstanding as of , and excludes:

- shares of our common stock issuable upon the exercise of options to purchase shares of our common stock outstanding as of , with a weighted-average exercise price of $ per share;
- shares of our common stock issuable upon the exercise of options to purchase shares of our common stock granted after , with a weighted-average exercise price of $ per share;
- shares of our common stock issuable upon the exercise of warrants to purchase common stock outstanding as of , with an exercise price of $ per share;
- shares of our common stock reserved for future issuance under our equity compensation plans, consisting of:
  - shares of our common stock to be reserved for future issuance under our 2021 Equity Incentive Plan, or 2021 Plan, which will become effective prior to the completion of this offering;
  - shares of our common stock reserved for future issuance under our 2018 Equity Incentive Plan, as amended, or 2018 Plan, as of , which number of shares will be added to the shares of our common stock to be reserved for future issuance under our 2021 Plan upon its effectiveness, at which time we will cease granting awards under our 2018 Plan; and
  - shares of our common stock to be reserved for future issuance under our 2021 Employee Stock Purchase Plan, or ESPP, which will become effective prior to the completion of this offering.

Our 2021 Plan and our ESPP each provide for annual automatic increases in the number of shares of our common stock reserved thereunder, and our 2021 Plan provides for increases to the number of shares that may be granted thereunder based on shares under our 2018 Plan or our 2008 Equity Incentive Plan, as amended, or 2008 Plan, that expire, are tendered to or withheld by us for payment of an exercise price or for satisfying tax withholding obligations or are forfeited or otherwise repurchased by us, as more fully described in the section titled “Executive Compensation—Employee Benefit and Stock Plans.”

Except as otherwise indicated, all information in this prospectus assumes or gives effect to:

- the automatic conversion of all outstanding shares of our redeemable convertible preferred stock into an aggregate of shares of our common stock, including shares of common stock issuable pursuant to the anti-dilution adjustment provisions relating to our Series E redeemable convertible preferred stock, the conversion of which will occur immediately prior to the completion of this offering, or the Capital Stock Conversion;
- the filing and effectiveness of our amended and restated certificate of incorporation in Delaware and the effectiveness of our amended and restated bylaws, each of which will occur immediately prior to the completion of this offering;
- no exercise of outstanding stock options or warrants subsequent to ; and
- no exercise by the underwriters of their option to purchase up to an additional shares of our common stock from us.

SUMMARY CONSOLIDATED FINANCIAL AND OTHER DATA

The following tables summarize our consolidated financial and other data for the periods indicated. We have derived the summary consolidated statements of operations data for the years ended January 31, 2020 and 2021 and consolidated balance sheet data as of January 31, 2021 from our audited consolidated financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future. The following summary consolidated financial and other data should be read in conjunction with the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year Ended January 31,	
	2020	2021
	(in thousands, except per share data)	
Revenue:		
Subscription	$ 76,600	$
Services	5,921	
Total revenue	82,521	
Cost of revenue:		
Subscription(1)	3,446	
Services(1)	4,356	
Total cost of revenue	7,802	
Gross profit	74,719	
Operating expenses:		
Research and development(1)	31,672	
Sales and marketing(1)	57,829	
General and administrative(1)	15,561	
Total operating expenses	105,062	
Loss from operations	(30,343)	
Interest expense	(4,657)	
Other income (expense), net	6,509	
Loss before income taxes	(28,491)	
Provision for income taxes	766	
Net loss	$ (29,257)	$
Net loss per share attributable to common stockholders, basic and diluted(2)	$ (2.13)	$
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted(2)	13,723	
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)(2)	$ (0.48)	$
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)(2)	61,383	

(1) Includes stock-based compensation expense as follows:

	Year Ended January 31,	
	2020	2021
	(in thousands)	
Cost of revenue—subscription	$ 54	$
Cost of revenue—services	22	
Research and development	1,080	
Sales and marketing	920	
General and administrative	1,342	
Total stock-based compensation expense	$ 3,418	$

(2) See Notes 2 and 13 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the calculations of our basic and diluted net loss per share attributable to common stockholders, pro forma net loss per share attributable to common stockholders and the weighted-average shares used in computing the per share amounts.

	As of January 31, 2021		
	Actual	Pro Forma(1)	Pro Forma As Adjusted(4)(5)
		(in thousands)	
Consolidated Balance Sheet Data:			
Cash, cash equivalents and short-term investments	$	$	$
Working capital(2)			
Total assets			
Deferred revenue, current and noncurrent			
Long-term debt(3)			
Redeemable convertible preferred stock			
Total stockholders' deficit			

(1) The pro forma column in the consolidated balance sheet table above gives effect to: (i) the Capital Stock Conversion, as if such conversion had occurred on and (ii) the filing and effectiveness of our amended and restated certificate of incorporation.
(2) Working capital is defined as current assets less current liabilities.
(3) See Note 6 to our consolidated financial statements included elsewhere in this prospectus for more information.
(4) The pro forma as adjusted column in the consolidated balance sheet data table above gives effect to (i) the pro forma adjustments set forth above and (ii) the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.
(5) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease the amount of our pro forma as adjusted cash, cash equivalents and short-term investments, working capital, total assets and total stockholders' equity by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, after deducting estimated underwriting discounts and commissions payable by us. An increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable, the amount of our pro forma as adjusted cash, cash equivalents and short-term investments, working capital, total assets and total stockholders' equity by $ million, assuming the assumed initial public offering price remains the same, and after deducting estimated underwriting discounts and commissions payable by us.

Key Business Metrics

We review a number of operating and financial metrics, including the following key business metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans and make strategic decisions.

Annual Recurring Revenue

	As of January 31,	
	2020	2021
	(in thousands)	
ARR	$	$

See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue" for information about how we calculate ARR.

Dollar-Based Net Retention Rate

	As of January 31,	
	2020	2021
Dollar-based net retention rate	%	%

See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Dollar-Based Net Retention Rate" for information about how we calculate dollar-based net retention rate.

Customers

	As of January 31,	
	2020	2021
Customers		

See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Customers" for information about how we calculate the number of customers.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this prospectus, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes, before making a decision to invest in our common stock. Our business, financial condition, results of operations or prospects could also be harmed by risks and uncertainties not currently known to us or that we currently do not believe are material. If any of the risks actually occur, our business, financial condition, results of operations and prospects could be adversely affected. In that event, the market price of our common stock could decline, and you could lose part or all of your investment. The last day of our fiscal year is January 31. Our fiscal years ended January 31, 2020 and 2021 are referred to herein as fiscal 2020 and fiscal 2021, respectively.

Risks Related to Our Business and Industry

We have a history of net losses and may not achieve or maintain profitability in the future.

We have incurred net losses since our inception, and we expect to continue to incur net losses in the near future. We incurred net losses of $29.3 million and $ million for fiscal 2020 and 2021, respectively. As of , we had an accumulated deficit of $ million. We expect our costs to increase in future periods. In particular, we intend to continue to invest significant resources to further develop our platform, expand our sales and marketing and expand our operations and infrastructure, both domestically and internationally. These efforts may be more costly than we expect and may not result in increased revenue or growth in our business. In addition to the expected costs to grow our business, we also expect to incur significant additional legal, accounting and other expenses as a newly public company. Any failure to increase our revenue sufficiently at a rate that exceeds the rate of increase in our investments and other expenses could prevent us from achieving or maintaining profitability.

We may not continue to grow on pace with historical rates.

Our historical revenue growth should not be considered indicative of our future performance. Our revenue was $82.5 million and $ million for fiscal 2020 and 2021, respectively. However, you should not rely on our revenue or key business metrics for any previous quarterly or annual period as any indication of our revenue, revenue growth, key business metrics or key business metrics growth in future periods. In particular, our revenue growth rate has fluctuated in prior periods. We expect our revenue growth rate to continue to fluctuate over the short term. Our revenue growth rate may also decline in future periods for a number of reasons, including slowing adoption of or demand for our products and services, increasing competition, a decrease in the growth of our overall market, changes to technology or our failure to capitalize on growth opportunities, among others. In addition, our revenue growth rate may experience increased volatility due to global societal and economic disruption, including the COVID-19 pandemic. If our revenue growth rate declines, investors' perceptions of our business and the market price of our common stock could be adversely affected.

If we fail to manage our growth effectively, our brand, business, financial condition and results of operations could be adversely affected.

We have experienced strong growth in our employee headcount, our geographic reach and our operations, and we expect to continue to experience growth in the future. Our employee headcount grew from 437 as of January 31, 2020 to as of January 31, 2021. Employee growth has occurred both at our headquarters and in a number of locations across the United States and internationally. Our ability to manage our growth effectively and to integrate new employees, technologies and acquisitions into our existing business will require us to continue to expand our operational and financial infrastructure and to continue to effectively integrate, develop and motivate a large number of new employees, while maintaining the beneficial aspects of our culture.

Continued growth could challenge our ability to develop and improve our operational, financial and management controls, enhance our reporting systems and procedures, recruit, train and retain highly skilled personnel and maintain customer satisfaction. In addition, we have encountered and will continue to encounter risks and challenges frequently experienced by growing companies in evolving industries, including market acceptance of our products and services, intense competition and our ability to manage our costs and operating expenses. Further, as our customers adopt our products and services for an increasing number of use cases, we have had to support more complex commercial relationships. We must continue to improve and expand our information technology, or IT, and financial infrastructure, operating and administrative systems and relationships with various partners and other third parties. In addition, we operate globally, sold subscriptions in more than countries as of January 31, 2021 and have established subsidiaries in the United Kingdom, India, France, Germany, Israel, Japan and the United Arab Emirates. We plan to continue to expand our international operations into other countries in the future, which will place additional demands on our resources and operations. If we do not manage the growth of our business and operations effectively, the quality of our products and services and the efficiency of our operations could suffer. This could impair our ability to attract new customers, retain existing customers and expand their use of our products and services, any of which could adversely affect our brand, business, financial condition and results of operations.

We face intense competition and if we are unable to compete effectively, our business, financial condition and results of operations would be adversely affected.

The database software market in which we operate is competitive and characterized by rapid changes in technology, customer requirements and industry standards and frequent introductions of new products and services. Many established businesses aggressively compete against us and have offerings with functionalities similar to those of our products and services. These competing offerings may also be complementary with ours and customers often deploy our platform alongside a competitor's product.

We primarily compete with established legacy database providers, such as Oracle, IBM and Microsoft, providers of NoSQL database offerings, such as MongoDB, and cloud infrastructure providers with database functionalities, such as Amazon, Microsoft and Google. In the future, other large software and internet companies with substantial resources, customers and brand power may also seek to enter our market.

Many of our existing competitors have, and our potential competitors could have, substantial competitive advantages, such as:

- greater name recognition and brand awareness, longer operating histories and larger customer bases and application developer communities;
- larger sales and marketing budgets and resources;
- broader distribution and established relationships with partners and customers;
- greater professional services and customer support resources;
- greater resources to make acquisitions and enter into strategic partnerships;
- lower labor and research and development costs;
- larger and more mature intellectual property rights portfolios; and
- substantially greater financial, technical and other resources.

If we fail to compete effectively with respect to any of these competitive advantages, we may fail to attract new customers or lose or fail to renew existing customers, which would adversely affect our business, financial condition and results of operations.

We expect competition to increase as other established and emerging companies enter our market, as customer requirements evolve and as new offerings and technologies are introduced. New start-up companies

that innovate and competitors that are making significant investments in research and development or that are in adjacent markets may introduce similar or superior offerings and technologies that compete with our offerings. Potential customers may also believe that substitute technologies which have similar functionality or features as our products are sufficient, or they may believe that ancillary solutions that address narrower segments overall are nonetheless adequate for their needs. Our competitors could also introduce new offerings with competitive pricing and performance characteristics or undertake more aggressive marketing campaigns than ours. Further, we have elected to make core portions of our source code available on an open source basis to facilitate adoption as well as collaboration and participation from our application developer communities. However, we may not be successful in this strategy, and such efforts may enable others to compete more effectively against us. Such competitive pressures may adversely affect our financial performance. Further, the market in which we compete has attracted significant investments from a wide range of funding sources, and we anticipate that many of our competitors will continue to be highly capitalized. These investments, along with the other competitive advantages discussed above, may allow our competitors to compete more effectively against us. In addition, conditions in our market could change rapidly and significantly as a result of technological advancements and changing customer preferences and companies with greater financial resources and technical capabilities may be able to respond more quickly to changes that could render our products and services less attractive or obsolete. Additionally, some of our current or potential competitors have made or could make acquisitions of businesses or establish cooperative relationships, among themselves or with others, that may allow them to offer more directly competitive and comprehensive offerings than were previously offered and adapt more quickly to new technologies and customer needs, devote greater resources to the promotion or sale of their products, initiate or withstand substantial price competition, take advantage of other opportunities more readily or develop and expand their offerings more quickly than we do. For all of these reasons, we may not be able to compete successfully against our current or potential competitors. If we are unable to anticipate or effectively react to competitive challenges, our competitive position would weaken, and our business, financial condition and results of operations would be adversely affected.

We may fail to cost-effectively acquire new customers or obtain renewals, upgrades or expansions from our existing customers, which would adversely affect our business, financial condition and results of operations.

Our continued growth depends, in part, on our ability to cost-effectively acquire new customers. Numerous factors, however, may impede our ability to add new customers, including our failure to attract, effectively train, retain and motivate sales and marketing personnel, our failure to develop or expand relationships with our partners, our failure to foster awareness of our platform including through an inability to leverage the Community Edition or free trials of our products and our failure to otherwise expand our relationships with enterprise architects, application developers and other key functions that support them, including operational and technical teams.

Our success also depends, in part, on our existing customers renewing their subscriptions upon the expiration of existing contract terms and our ability to expand our relationships with our existing customers, including broadening their use cases within our products and adopting additional Couchbase products and services. The non-cancelable term of our subscriptions typically ranges from one to three years but may be longer or shorter in limited circumstances. Our customers have no obligation to renew or upgrade their subscriptions, and in the normal course of business, some customers have elected not to renew. In addition, our customers may decide not to renew their subscriptions with a similar contract period or at the same prices or terms or capacity, or may decide to otherwise downgrade their subscriptions. For example, the impact of the COVID-19 pandemic on the current economic environment has caused, and may in the future cause, certain customers to request concessions including extended payment terms or better pricing, increased customer churn, a lengthening of our sales cycles with prospective customers, a delay of planned projects or expansions and reduced contract values with certain prospective and existing customers. Our customer retention or our customers' use of our products and services may decline or fluctuate as a result of a number of factors, including our customers' satisfaction with our products and services, our licensing models, the prices, features or perceived value of competing

offerings, changes to our offerings or general economic conditions. Our business model entails significant investments in our technology, sales and marketing function and operations ahead of our planned growth. If these efforts fail and our customers do not renew, increase their subscriptions or increase their usage of our offerings, or if they renew their subscriptions on terms less favorable to us or fail to increase adoption of our products and services, our business, financial condition and results of operations would be adversely affected.

Additionally, our success depends, in part, on our determination of which product features to include in our Community Editions, which are the free versions of our products, versus Enterprise Editions, which are the paid versions of our products, including the timing of when to incorporate Enterprise Edition features into our Community Edition. Any failure on our part to determine the correct balance and timing may adversely affect our business. Existing or potential customers may determine that the functionality of our Community Edition is sufficient for their needs and as a result may not convert from the use of our Community Edition or free trials to a paid product or downgrade from our paid Enterprise Edition to our Community Edition. Further, customers of our Enterprise Edition may violate our license terms by using our product in production without paying for a subscription and we may not always be able to determine when this occurs or enforce our license terms.

In addition, our ability to increase our customer base, in particular, in new industry verticals that we are still growing our presence in, and our ability to achieve broader market acceptance of our products and services in such industries, will depend on our ability to effectively organize, focus and train our sales and marketing personnel, develop efficient pricing and product strategies and educate the enterprise architects and application developers in such industries about the benefits and features of our products and services. Adapting our products and services and our marketing efforts to target specific industries will require significant resources. If the costs of these sales and marketing efforts and investments do not result in corresponding increases in revenue, our business, financial condition and results of operations may be adversely affected.

The market for our products and services is relatively new and evolving, and our future success depends on the growth and expansion of this market.

The market for our products and services is relatively new and evolving, and it is uncertain whether this market will continue to grow, and even if it does grow, how rapidly it will grow, or whether our products and services will be more widely adopted. For example, many enterprises have invested substantial resources into legacy database solutions and may be reluctant or unwilling to migrate to or invest in alternative solutions. Accordingly, any predictions or forecasts about our future growth, revenue and expenses may not be as accurate as they would be if we had a longer operating history or operated in a more predictable market. Our success will depend, in part, on market acceptance and the widespread adoption of our products and services as an alternative to other offerings and the selection of our products and services over competing offerings that may have similar functionality. Technologies related to database offerings are still evolving and we cannot predict market acceptance of our products and services or the development of other competing offerings based on entirely new technologies. For example, we currently derive and expect to continue to derive a substantial majority of our revenue and cash flows from subscriptions for, and services related to, the Enterprise Edition of our Couchbase platform, which includes Couchbase Server, our flagship product, and Couchbase Mobile, a full featured embedded NoSQL database for mobile and edge devices that can securely synchronize locally stored data with Couchbase Server and other devices. Demand for our platform is affected by a number of factors, many of which are beyond our control, including continued market acceptance by existing customers and potential customers, the ability to expand the product for different use cases, the timing of development and releases of new offerings by our competitors, technological change and the growth or contraction in the market in which we compete. It is possible that customer adoption of our new products, such as Couchbase Cloud, may replace a portion of customer spend on our existing products. If the market for database solutions, and for NoSQL database solutions in particular, does not continue to grow as expected, or if we are unable to continue to efficiently and effectively respond to the rapidly evolving trends and meet the demands of our customers, achieve more widespread market awareness and adoption of our products and services or otherwise manage the risks associated with the introduction of new products and services, our competitive position would weaken and our business, financial condition, results of operations and prospects would be adversely affected.

If we fail to innovate in response to changing customer needs, new technologies or other market requirements, our business, financial condition and results of operations could be harmed.

Our ability to attract new customers and expand our relationship with our existing customers depends, in part, on our ability to enhance and improve our products and services, introduce compelling new features and address additional use cases. To grow our business and remain competitive, we must continue to enhance our products and services and develop features that reflect the constantly evolving nature of technology and our customers' needs. Our market is also subject to rapid technological change, evolving industry standards and changing regulations, as well as changing customer needs, requirements and preferences. The success of any new or enhanced product or service features depends on several factors, including our anticipation of market changes and market demand for the enhanced features, timely completion and delivery, adequate quality testing, integration of our products and services with existing technologies and applications and competitive pricing. For example, in June 2020, we announced the generally available release of a fully-managed Database-as-a-Service, or DBaaS, offering, Couchbase Cloud, and as a relatively new product offering, it is uncertain whether Couchbase Cloud will be widely adopted or how well it will be received by our existing and potential customers. If our investments in new products and services, including Couchbase Cloud, are not successful, our business, financial condition and results of operations would be adversely affected.

In addition, because our products and services are designed to operate with a variety of systems, applications, data and devices, we will need to continuously modify and enhance our products and services to keep pace with changes in such systems. We may not be successful in developing these modifications and enhancements. The addition of features and solutions to our products and services will increase our research and development expenses. Further, the addition of new products, such as Couchbase Cloud, will increase our compliance and other expenses, including personnel and security and cloud infrastructure expenses. Any new features that we develop may not be introduced in a timely or cost-effective manner or may not achieve the market acceptance necessary to generate sufficient revenue to justify the related research and development and other related expenses. It is difficult to predict customer adoption of new features. Such uncertainty limits our ability to forecast our future results of operations and subjects us to a number of challenges, including our ability to plan for and model future growth. If we are unable to successfully develop new product features, enhance our existing product features to meet customer requirements, gain market acceptance or otherwise manage the risks associated with the development of new products and features, our business, financial condition and results of operations would be adversely affected. If new technologies emerge that enable others to deliver competitive products and services at lower prices, more efficiently, more conveniently or more securely, such technologies could adversely impact our ability to compete effectively.

Our professional services and training have grown as our subscription revenue has grown. We believe our investment in services facilitates the adoption of our products. As a result, our sales efforts have focused on helping our customers realize the value of our products rather than on the profitability of our services business. In the future, we intend to price our services based on the anticipated cost of those services with the aim of improving the gross profit percentage of our professional services business. If we are unable to manage the growth of our services business and improve our profit margin from these services, our results of operations, including our profit margins, will be harmed.

We have a limited operating history, which makes it difficult to predict our future results of operations.

We were formed in 2011 with the merger of Membase, Inc. and CouchOne, Inc. Since our formation, we have frequently expanded our product features and services and evolved our pricing methodologies. Our limited operating history and our evolving business make it difficult to evaluate our future prospects and the risks and challenges we may encounter. These risks and challenges include our ability to:

- accurately forecast our revenue and plan our expenses;
- increase the number of new customers and retain and expand relationships with existing customers;

- successfully introduce new products and services;
- successfully compete with current and future competitors;
- successfully expand our business in existing markets and enter new markets and geographies;
- anticipate and respond to macroeconomic and technological changes and changes in the markets in which we operate;
- maintain and enhance the value of our reputation and brand;
- maintain and expand our relationships with partners;
- maintain and expand our relationships with enterprise architects, application developers and other key functions that support them;
- successfully execute on our sales and marketing strategies;
- adapt to rapidly evolving trends in the ways consumers interact with technology;
- hire, integrate and retain talented technology, sales, customer service and other personnel; and
- effectively manage rapid growth in our personnel and operations.

If we fail to address the risks and difficulties that we face, including those associated with the challenges listed above as well as those described elsewhere in this "Risk Factors" section, our business, financial condition, results of operations and prospects could be adversely affected. Further, because we have limited historical financial data and operate in a rapidly evolving market, any predictions about our future revenue and expenses may not be as accurate as they would be if we had a longer operating history or operated in a more predictable market. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies with limited operating histories in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks successfully, our results of operations could differ materially from our expectations and our business, financial condition and results of operations could be adversely affected.

Our future results of operations may fluctuate significantly, and if we fail to meet the expectations of analysts or investors, our stock price and the value of your investment could decline substantially.

Our results of operations may fluctuate from period to period as a result of a number of factors, many of which are outside of our control and may be difficult to predict. Some of the factors that may cause our results of operations to fluctuate from period to period include:

- market acceptance and the level of demand for our products and services;
- the quality and level of our execution of our business strategy and operating plan;
- the effectiveness of our sales and marketing programs;
- the length of our sales cycle, including the timing of renewals;
- our ability to attract new customers, particularly large enterprises;
- our ability to retain customers and expand their adoption of our products and services, particularly our largest customers;
- our ability to successfully expand internationally and penetrate key markets;
- our failure to maintain the level of service uptime and performance required by our customers with certain of our products;
- technological changes and the timing and success of new or enhanced product features by us or our competitors or any other change in the competitive landscape of our market;

- our product mix and the revenue recognition related to such products;
- changes in the timing of renewals, average contract term or the timing of software revenue recognition, any of which may impact implied growth rates;
- changes to our packaging and licensing models, which may impact the timing and amount of revenue recognized;
- increases in and the timing of operating expenses that we may incur to grow our operations and to remain competitive;
- pricing pressure as a result of competition or otherwise;
- seasonal buying patterns;
- delays in our sales cycles, decreases in sales to new customers and reductions in upselling and cross-selling to existing customers due to the impact on global business and IT spending as a result of the COVID-19 pandemic;
- the implementation of cost-saving activities as a result of the COVID-19 pandemic;
- the impact and costs, including those with respect to integration, related to the acquisition of businesses, talent, technologies or intellectual property rights;
- our inability to enforce our licenses associated with our products;
- our ability to successfully hire and retain employees and key members of our management team;
- changes in the legislative or regulatory environment;
- adverse litigation judgments, settlements or other litigation-related costs; and
- general economic conditions in either domestic or international markets, including geopolitical uncertainty and instability.

Any one or more of the factors above may result in significant fluctuations in our results of operations. We also intend to continue to invest significantly to grow our business in the near future. The variability of our results of operations or other operating estimates could result in our failure to meet our expectations or those of securities analysts or investors. If we fail to meet or exceed such expectations for these or any other reasons, the market price of our common stock could decline, and we could face costly lawsuits, including securities class action suits.

We rely significantly on revenue from subscriptions, which may decline and, because we recognize a significant portion of revenue from subscriptions over the term of the relevant subscription period, downturns or upturns in sales are not immediately reflected in full in our results of operations.

Subscription revenue accounts for a significant portion of our revenue, comprising 93% and % of total revenue for fiscal 2020 and 2021, respectively. Sales of new or renewal subscriptions may decline and fluctuate as a result of a number of factors, including customers' level of satisfaction with our products, the prices of our products, the prices of competitors' products and reductions in our customers' spending levels. If our sales of new or renewal subscription contracts decline, our total revenue and revenue growth rate may decline and our business will suffer.

Under most of our contracts, we recognize a portion of subscription revenue upon transfer of the software license to the customer and the larger remainder of the transaction price ratably over the term of the arrangement. See Note 2 to our consolidated financial statements included elsewhere in this prospectus for more information. As we significantly rely on subscription revenue, a significant portion of the revenue that we report in each period will be derived from the recognition of deferred revenue relating to agreements entered into in prior

periods. Consequently, a decline in new sales or renewals in any one period may not be immediately reflected in our results of operations for such period. Any such decline, however, would be reflected in future periods. Accordingly, the effect of significant downturns in sales and market acceptance of and demand for our products and changes in our rate of renewals or customer churn may not be fully reflected in our results of operations until future periods. Our subscription-based products also make it difficult to rapidly increase our revenue through additional sales in any period, as a significant portion of such revenue from customers will be recognized over the term of the applicable agreement.

Further, we intend to increase our investment in research and development, sales and marketing and general and administrative functions and other areas to grow our business. These costs are generally expensed as incurred, as compared to our revenue, of which a significant portion is recognized ratably in future periods. We may recognize the costs associated with such increased investments earlier than some of the anticipated benefits and the return on these investments may be lower, or may develop more slowly, than we expect, which could adversely affect our financial condition and results of operations.

We depend on our sales force, and we may fail to attract, retain, motivate or train our sales force, which could adversely affect our business, financial condition and results of operations.

We depend on our sales force to obtain new customers and to drive additional sales to existing customers by selling them new subscriptions and expanding the value of their existing subscriptions. We believe that there is significant competition for sales personnel, including sales representatives, sales managers and sales engineers, with the skills and technical knowledge that we require. Our ability to achieve revenue growth will depend, in part, on our decision to hire and succeed in recruiting, training and retaining sufficient numbers of sales personnel to support our growth. Our hiring, training and retention efforts have been, and may further be, hindered by the constraints placed on our business as a result of the COVID-19 pandemic, including measures that we take proactively and those that are imposed upon us by government authorities. New hires require significant training and may take significant time before they achieve full productivity, and our remote and online onboarding and training processes may be less effective and take longer. Further, hiring sales personnel in new countries requires additional set up and upfront costs that we may not recover if the sales personnel fail to achieve full productivity. If we are unable to attract, retain, motivate and train sufficient numbers of effective sales personnel, our sales personnel do not reach significant levels of productivity in a timely manner or our sales personnel are not successful in bringing potential customers into the pipeline, converting them into new customers or increasing sales to our existing customer base, our business, financial condition and results of operations would be adversely affected.

Our sales strategy to target larger enterprises involves risks that may not be present or that are present to a lesser extent with respect to smaller enterprises, such as long and unpredictable sales cycles and sales efforts that require considerable time and expense.

Sales to large customers involve risks that may not be present or that are present to a lesser extent with sales to smaller customers, such as longer sales cycles, more complex customer requirements, substantial upfront sales costs and less predictability in completing some of our sales. For example, large customers may require considerable time to evaluate and test our products and services prior to making a purchase decision. They may also need to build and test the applications to be used with our products prior to a sale, which also lengthens and introduces additional uncertainty and risk to the sales process. A number of factors influence the length and variability of our sales cycles, including the need to educate potential customers about the uses and benefits of our products and services, the discretionary nature of purchasing and budget cycles and the competitive nature of evaluation and purchasing approval processes. As a result, the length of our sales cycles, from identification of the opportunity to deal closure, may vary significantly from customer to customer, with sales to large enterprises typically taking longer to complete. Large customer sales have, in some cases, occurred in periods subsequent to those we anticipated, or have not occurred at all. The loss or delay of one or more large transactions in a period could affect our cash flows and results of operations for that fiscal period and for future periods. Moreover, large

customers often begin to deploy our products on a limited basis but nevertheless negotiate pricing discounts, which increase our upfront investment in the sales effort with no guarantee that sales to these customers will justify our substantial upfront investment. If we fail to effectively manage risks associated with sales cycles and sales to large customers, our business, financial condition and results of operations could be adversely affected.

If we are not able to maintain and enhance our brand, especially among enterprise architects, application developers and other key functions that support them, our business and results of operations may be adversely affected.

We believe that maintaining and enhancing our brand and our reputation as a leader in the market for database solutions is critical to our relationship with our existing customers and partners and our ability to attract new customers and partners. The successful promotion of our brand will depend on a number of factors, including our marketing efforts, our ability to foster awareness among enterprise architects, application developers and other key functions that support them, our ability to continue to develop high-quality products and services, our ability to successfully differentiate our products and services from those of our competitors, our ability to maintain the reputation of our products and services for data security and our ability to obtain, maintain, protect, defend and enforce our intellectual property and proprietary rights. Our brand promotion activities may not be successful or yield increased revenue. In addition, independent industry analysts often provide reports of our products and services, as well as the offerings of our competitors, and perception of our products and services in the marketplace may be significantly influenced by these reports. If these reports are negative, or less positive as compared to those of our competitors, our reputation and brand may be adversely affected. Additionally, the performance of our partners may affect our reputation and brand if customers do not have a positive experience with our partners.

Our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks and our competitors may adopt trade names or trademarks similar to ours leading to market confusion. If we are otherwise unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. The maintenance and promotion of our brand requires us to make substantial expenditures, and we anticipate that the expenditures will increase as our market becomes more competitive, we expand into new geographies and markets and more sales are generated through our partners. Our brand promotion activities may not generate customer awareness or yield increased revenue, and even if they do, any increase in revenue from such brand promotion initiatives may not offset the increased expenses we incur. If we do not successfully maintain and enhance our reputation and brand, we may have reduced pricing power relative to our competitors, we could lose customers or we could fail to attract potential customers or expand sales to our existing customers, all of which could materially and adversely affect our business, financial condition and results of operations.

The global COVID-19 pandemic has harmed and could continue to harm our business and results of operations.

The COVID-19 pandemic and efforts to mitigate its impact have significantly curtailed the movement of people, goods and services worldwide, including in the geographic areas in which we conduct our business operations and from which we generate our revenue. It has also caused societal, economic and financial market volatility, resulting in business shutdowns and reduced business activity. We believe that the COVID-19 pandemic has had a negative impact on our business and results of operations, primarily as a result of:

- delaying or pausing digital transformation and expansion projects and negatively impacting IT spending, which has caused potential customers to delay or forgo purchases of subscriptions for our products and services, and which has caused some existing customers to fail to renew subscriptions, reduce their usage or fail to expand their usage of our products;
- restricting our sales operations and marketing efforts, reducing the effectiveness of such efforts in some cases and delaying or lengthening our sales cycles;

- delaying collections or resulting in an inability to collect accounts receivable, including as a result of customer bankruptcies; and
- delaying the delivery of professional services and training to our customers.

The COVID-19 pandemic may cause us to continue to experience the foregoing challenges in our business in the future and could have other effects on our business, including disrupting our ability to develop new offerings and enhance existing offerings, market and sell our products and services and conduct business activities generally.

In light of the uncertain and rapidly evolving situation relating to the spread of COVID-19, we have taken precautionary measures intended to reduce the risk of the virus spreading to our employees, our customers and the communities in which we operate, and we may take further actions as required by government entities or that we determine are in the best interests of our employees, customers, partners and third-party service providers. In particular, governmental authorities have instituted shelter-in-place policies or other restrictions in many jurisdictions in which we operate, including in the San Francisco Bay Area where our headquarters are located, which policies require most of our employees to work remotely. Even once shelter-in-place policies or other governmental restrictions are lifted, we expect to take a measured and careful approach to have employees returning to offices and travel for business. These precautionary measures and policies could negatively impact product innovation and development and employee and organizational productivity, training and collaboration or otherwise disrupt our business operations. The extent and duration of working remotely may expose us to increased risks of security breaches or incidents. We may need to enhance the security of our products and services, our data and our internal IT infrastructure, which may require additional resources and may not be successful.

In addition, the COVID-19 pandemic has disrupted and may continue to disrupt the operations of our customers and partners, particularly our customers in industries, including travel and entertainment, that have been especially impacted by the pandemic. Other disruptions or potential disruptions resulting from the COVID-19 pandemic include restrictions on our personnel and the personnel of our partners to travel and access customers for training, delays in product development efforts and additional government requirements or other incremental mitigation efforts that may further impact our business and results of operations. The extent to which the COVID-19 pandemic continues to impact our business and results of operations will also depend on future developments that are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the disease, the duration and spread of the outbreak, the scope of travel restrictions imposed in geographic areas in which we operate, mandatory or voluntary business closures, the impact on businesses and financial and capital markets and the extent and effectiveness of the development of vaccines and other actions taken throughout the world to contain the virus or treat its impact. An extended period of global supply chain and economic disruption as a result of the COVID-19 pandemic could have a material negative impact on our business, financial condition and results of operations, though the full extent and duration is uncertain. To the extent the COVID-19 pandemic continues to adversely affect our business and financial condition, it is likely to also have the effect of heightening many of the other risks described in this “Risk Factors” section.

Our business could be adversely affected by economic downturns.

Prolonged economic uncertainties or downturns could adversely affect our business, financial condition and results of operations. Negative conditions in the general economy in either the United States or abroad, including conditions resulting from financial and credit market fluctuations, changes in economic policy, trade uncertainty including changes in tariffs, sanctions, international treaties and other trade restrictions, the occurrence of a natural disaster or global public health crisis such as the COVID-19 pandemic or armed conflicts, could continue to cause a decrease in corporate spending on IT offerings in general and negatively affect the growth of our business.

These conditions could make it extremely difficult for our customers and us to forecast and plan future business activities accurately and could cause our customers to reevaluate their decision to purchase our products and services, which could delay and lengthen our sales cycles or result in cancellations of planned purchases. Further, during challenging economic times, our customers may face issues in gaining timely access to sufficient credit, which could result in an impairment of their ability to make timely payments to us, if at all. If that were to occur, we may be required to increase our allowance for doubtful accounts, which would adversely affect our results of operations.

A substantial downturn in any of the industries in which our customers operate may cause firms to react to worsening conditions by reducing their capital expenditures in general or by specifically reducing their spending on IT offerings. Customers in these industries may delay or cancel projects or seek to lower their costs by renegotiating vendor contracts. To the extent subscriptions to our products or expenditures on our services are perceived by existing customers or potential customers to be discretionary, our revenue may be disproportionately affected by delays or reductions in general IT spending.

We cannot predict the timing, strength or duration of any economic slowdown, instability or recovery, generally or within any particular industry or geography. Any economic downtowns of the general economy or industries in which we operate would adversely affect our business, financial condition and results of operations.

Real or perceived errors, failures or bugs in our products or interruptions or performance problems associated with our technology and infrastructure could adversely affect our growth prospects, business, financial condition and results of operations.

Our products are complex, and therefore, undetected errors, failures or bugs have occurred in the past and may occur in the future. Our products are used in IT environments with different operating systems, system management software, applications, devices, databases, servers, storage, middleware, custom and third-party applications and equipment and networking configurations, which may cause errors or failures in the IT environment into which our products are deployed. This diversity increases the likelihood of errors or failures in those IT environments. Despite testing by us, real or perceived errors, failures or bugs in our customer solutions, software or technology or the technology or software we license from third parties, including open source software, may not be found until our customers use our products. Real or perceived errors, failures or bugs in our products could result in negative publicity, loss of or delay in market acceptance of our products, harm to our brand, weakening of our competitive position or claims by customers for losses sustained by them or our failure to meet the stated service level commitments in our customer agreements. In such an event, we may be required, or may choose, for customer relations or other reasons, to expend significant additional resources in order to help correct the problem. Any errors, failures or bugs in our products could impair our ability to attract new customers, retain existing customers or expand their use of our products, any of which could adversely affect our business, financial condition and results of operations.

For certain of our products, our success depends, in part, on the ability of our existing customers and potential customers to access such products at any time and within an acceptable amount of time. We may experience service disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes or failures, human or software errors, malicious acts, terrorism, denial of service attacks or other security related incidents or capacity constraints. Capacity constraints could be due to a number of potential causes including technical failures, natural disasters, fraud or security attacks. In some instances, we may not be able to identify or remedy the cause or causes of these performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times and as our products and customer implementations become more complex. If our products are unavailable or if our customers are unable to access our products within a reasonable amount of time or at all, or if other performance problems occur, we may experience a loss of customers, lost or delayed market acceptance of our platform and services, delays in payment to us by customers, injury to our reputation and brand, legal claims against us and the diversion of our resources. The foregoing risks associated with any outage or service

disruptions are magnified by the fact that our platform is typically used by our customers to support mission-critical applications. In addition, to the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business, financial condition and results of operations could be adversely affected.

Some of our customer contracts contain service level commitments, which contain specifications regarding response times for support, performance of our products and availability of our services. Any failure of or disruption to our infrastructure could impact the performance of our products and the availability of services to customers. If we are unable to meet our stated service level commitments or if we suffer extended periods of poor performance or unavailability of our products or services, we may be contractually obligated to provide affected customers with service credits for future subscriptions. In certain cases, we may face contract termination with refunds of prepaid amounts related to unused subscriptions. If we suffer performance issues or downtime that exceeds the service level commitments under our contracts with our customers, our business, financial condition and results of operations could be adversely affected.

Our ability to maintain and increase sales with our existing customers depends, in part, on the quality of our customer support, and our failure to offer high-quality support would harm our reputation and adversely affect our business and results of operations.

Our customers sometimes depend on our technical support services to resolve issues relating to our products. Our ability to provide effective support is vital to our business as our products are often utilized by our customers for mission-critical applications and are often integrated with and dependent on other core technologies, which factors also increase the complexity and challenge of providing support. If we do not succeed in helping our customers quickly resolve issues or provide effective ongoing education related to our products, our reputation could be harmed, and our existing customers may not renew or expand their use of our products. To the extent that we are unsuccessful in hiring, training and retaining adequate customer support personnel, our ability to provide adequate and timely support to our customers and our customers' satisfaction with our products, would be adversely affected. Our failure to provide and maintain high-quality customer support would harm our reputation and brand and adversely affect our business, financial condition and results of operations.

Our international operations and planned continued international expansion subject us to additional costs and risks, which could adversely affect our business, financial condition and results of operations.

Our continued success and our growth strategy depends, in part, on our planned continued international expansion. We are continuing to adapt to and develop strategies to address international markets, but such efforts may not be successful.

Additionally, our international sales and operations are subject to a number of risks, including, without limitation:

- greater difficulty in enforcing contracts and managing collections in countries where our recourse may be more limited, as well as longer collection periods;
- higher costs of doing business internationally, including costs incurred in establishing and maintaining office space and equipment for our international operations;
- differing labor regulations, especially in the European Union, or EU, where labor laws may be and often are more favorable to employees;
- challenges inherent to efficiently recruiting and retaining talented and capable employees in foreign countries and maintaining our company culture and employee programs across all of our offices;

- fluctuations in exchange rates between the U.S. dollar and foreign currencies in markets where we do business;
- management communication and integration problems resulting from language and cultural differences and geographic dispersion;
- costs associated with language localization of our products and services;
- risks associated with trade restrictions and foreign legal requirements, including any importation, certification and localization of our products and services that may be required in foreign countries;
- greater risk of unexpected changes in regulatory requirements, tariffs and tax laws, trade laws, export quotas, customs duties, treaties and other trade restrictions;
- costs of compliance with foreign laws and regulations and the risks and costs of non-compliance with such laws and regulations, including, but not limited to laws and regulations governing our corporate governance, product licenses, data privacy, data protection and data security regulations, particularly in the EU;
- compliance with anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the FCPA, the U.S. Travel Act and the U.K. Bribery Act 2010, violations of which could lead to significant fines, penalties and collateral consequences for us;
- risks relating to the implementation of exchange controls, including restrictions promulgated by the Office of Foreign Assets Control, or the OFAC, and other similar trade protection regulations and measures;
- heightened risk of unfair or corrupt business practices in certain geographies and of improper or fraudulent sales arrangements that may impact our financial condition and result in restatements of, or irregularities in, financial statements;
- the uncertainty of protection for intellectual property rights in some countries, particularly, those countries where we operate through a professional employer organization and do not have a direct contractual relationship with our service providers in such countries;
- exposure to regional or global public health issues, such as the outbreak of the COVID-19 pandemic, and to travel restrictions and other measures undertaken by governments in response to such issues;
- general economic and political conditions in these foreign markets, including political and economic instability in some countries;
- foreign exchange controls or tax regulations that might prevent us from repatriating cash earned outside the United States; and
- double taxation of our international earnings and potentially adverse tax consequences due to changes in the tax laws of the United States or the foreign jurisdictions in which we operate.

If we are unable to address these difficulties and challenges or other problems encountered in connection with our international operations and expansion, we might incur unanticipated liabilities or we might otherwise suffer harm to our business generally. These and other factors could harm our ability to generate revenue outside of the United States and, consequently, adversely affect our business, financial condition and results of operations.

In addition, compliance with laws and regulations applicable to our international operations increases our cost of doing business in foreign jurisdictions. We may be unable to keep current with changes in foreign government requirements and laws as they change from time to time. Failure to comply with these laws and regulations could have adverse effects on our business. In many foreign countries it is common for others to engage in business practices that are prohibited by our internal policies and procedures or U.S. regulations

applicable to us. Although we have implemented policies and procedures designed to ensure compliance with these laws and policies, there can be no assurance that all of our employees, contractors, partners and third-party service providers will comply with these laws and policies. Violations of laws or key control policies by our employees, contractors, partners or third-party service providers could result in delays in revenue recognition, financial reporting misstatements, fines, penalties or the prohibition of the importation or exportation of our products and services and could have an adverse effect on our business, financial condition and results of operations.

We may face fluctuations in currency exchange rates, which could adversely affect our financial condition and results of operations.

To the extent we continue to expand internationally, we will become more exposed to fluctuations in currency exchange rates. The strengthening of the U.S. dollar relative to foreign currencies increases the real cost of our products and services for our customers outside of the United States, which could lead to the lengthening of our sales cycles or reduced demand for our products and services. Additionally, increased international sales may result in foreign currency denominated sales, increasing our foreign currency risk. Moreover, such continued expansion would increase operating expenses incurred outside the United States and denominated in foreign currencies. If we are not able to successfully hedge against the risks associated with currency fluctuations, our financial condition and results of operations could be adversely affected. To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedging transactions may be limited and we may not be able to successfully hedge our exposure, which could adversely affect our financial condition and results of operations.

We track certain operational metrics with internal systems and tools and do not independently verify such metrics. Certain of our operational metrics are subject to inherent challenges in measurement, and any real or perceived inaccuracies in such metrics may adversely affect our business and reputation.

We track certain operational metrics, including ARR, dollar-based net retention rate and number of customers, with internal systems and tools that are not independently verified by any third party and which may differ from estimates or similar metrics published by third parties due to differences in sources, methodologies or the assumptions on which we rely. Our internal systems and tools have a number of limitations, and our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our metrics, including the metrics we publicly disclose. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we report may not be accurate. While these numbers are based on what we believe to be reasonable estimates of our metrics for the applicable period of measurement, there are inherent challenges in measuring these metrics. Limitations or errors with respect to how we measure data or with respect to the data that we measure may affect our understanding of certain details of our business, which could affect our long-term strategies. If our operating metrics are not accurate representations of our business, if investors do not perceive our operating metrics to be accurate or if we discover material inaccuracies with respect to these figures, we expect that our business, reputation, financial condition and results of operations would be adversely affected.

We depend on our management team and other highly skilled personnel, and we may fail to attract, retain, motivate or integrate highly skilled personnel, which could adversely affect our business, financial condition and results of operations.

We depend on the continued contributions of our management team, key employees and other highly skilled personnel. Our management team and key employees are at-will employees, which means they may terminate their relationship with us at any time. We are also substantially dependent on the continued service of our existing engineering personnel because of the complexity of our products. The loss of the services of any of our key personnel or delays in hiring required personnel, particularly within our research and development and engineering organizations, could adversely affect our business, financial condition and results of operations.

Our future success also depends, in part, on our ability to continue to attract and retain highly skilled personnel. Competition for these personnel in the San Francisco Bay Area, where our headquarters are located, and in other locations, is intense, and the industry in which we operate is generally characterized by significant competition for skilled personnel as well as high employee attrition. We may not be successful in attracting, retaining, training or motivating qualified personnel to fulfill our current or future needs. In particular, many of our roles require highly-specialized skill sets that are harder to recruit for and the individuals with such skills sets are particularly sought after by larger technology companies that are able to offer compensation packages that we may not be able to compete with. Additionally, the former employers of our new employees may attempt to assert that our new employees or we have breached their legal obligations, which may be time-consuming, distracting to management and may divert our resources. Current and potential personnel also often consider the value of equity awards they receive in connection with their employment, and to the extent the perceived value of our equity awards declines relative to those of our competitors, our ability to attract and retain highly skilled personnel may be harmed. If we fail to attract and integrate new personnel or retain and motivate our current personnel, our business, financial condition and results of operations could be adversely affected.

Our company culture has contributed to our success and if we cannot maintain this culture as we grow, our business could be harmed.

We believe that our company culture, which promotes being valued and creating value, has been critical to our success. We face a number of challenges that may affect our ability to sustain our corporate culture, including:

- failure to identify, attract, reward and retain people in leadership positions in our organization who share and further our culture, values and mission;
- the increasing size and geographic diversity of our workforce;
- the continued challenges of a rapidly-evolving industry; and
- the integration of new personnel and businesses from acquisitions.

If we are not able to maintain our culture, our business, financial condition and results of operations could be adversely affected.

We may require additional capital, which may not be available on terms acceptable to us, or at all.

Historically, we have funded our operations and capital expenditures primarily through equity issuances, debt instruments and cash generated from our operations. To support our growing business, we must have sufficient capital to continue to make significant investments in our products and services. If we raise additional funds through the issuance of equity, equity-linked or debt securities, those securities may have rights, preferences or privileges senior to those of our common stock, and our existing stockholders may experience dilution. Any debt financing secured by us in the future could involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities.

We evaluate financing opportunities from time to time, and our ability to obtain financing will depend on, among other things, our development efforts, business plans and operating performance and the condition of the capital markets at the time we seek financing. We cannot be certain that additional financing will be available to us on favorable terms, or at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly limited and our business, financial condition and results of operations could be adversely affected.

Our debt obligations could materially and adversely affect our business, financial condition or results of operations.

As of , we had an aggregate principal amount of $ of outstanding indebtedness incurred pursuant to the Credit Facility that will mature on January 29, 2024 if not earlier prepaid, and we may incur additional indebtedness in the future. Our ability to pay interest and repay the principal for our indebtedness is dependent upon our ability to manage our business operations, generate sufficient cash flows to service such debt and the other factors discussed in this "Risk Factors" section. There can be no assurance that we will be able to manage any of these risks successfully.

Our debt obligations could adversely impact us. For example, these obligations could:

- require us to use a large portion of our cash flow to pay principal and interest on debt, which will reduce the amount of cash flow available to fund working capital, capital expenditures, acquisitions, research and development expenditures and other business activities;
- limit our future ability to raise funds for capital expenditures, strategic acquisitions or business opportunities, research and development and other general corporate requirements;
- restrict our ability to incur additional indebtedness and to create or incur certain liens;
- increase our vulnerability to adverse economic and industry conditions; and
- increase our exposure to interest rate risk from variable rate indebtedness.

We may also need to refinance a portion of our outstanding indebtedness as it matures. There is a risk that we may not be able to refinance existing debt or that the terms of any refinancing may not be as favorable as the terms of our existing indebtedness. Furthermore, if prevailing interest rates or other factors at the time of refinancing result in higher interest rates upon refinancing, then the interest expense relating to that refinanced indebtedness would increase.

We may be unable to make acquisitions and investments or successfully integrate acquired companies into our business, and our acquisitions and investments may not meet our expectations, any of which could adversely affect our business, financial condition and results of operations.

We may in the future acquire or invest in businesses, offerings, technologies or talent that we believe could complement or expand our products and services, enhance our technical capabilities or otherwise offer growth opportunities. However, we may not be able to fully realize the anticipated benefits of such acquisitions or investments. Further, the pursuit of potential acquisitions may divert the attention of management and cause us to incur significant expenses related to identifying, investigating and pursuing suitable acquisitions, whether or not they are consummated.

There are inherent risks in integrating and managing acquisitions. If we acquire additional businesses, we may not be able to assimilate or integrate the acquired personnel, operations, solutions and technologies successfully, or effectively manage the combined business following the acquisition. We also may not achieve the anticipated benefits or synergies from the acquired business due to a number of factors, including, without limitation:

- unanticipated costs or liabilities associated with the acquisition, including claims related to the acquired company, its offerings or technology;
- incurrence of acquisition-related expenses, which would be recognized as a current period expense;
- inability to generate sufficient revenue to offset acquisition or investment costs;
- inability to maintain relationships with customers and partners of the acquired business;

- challenges with incorporating acquired technology and rights into our products and services and maintaining quality and security standards consistent with our brand;
- inability to identify security vulnerabilities in acquired technology prior to integration with our technology and products and services;
- inability to achieve anticipated synergies or unanticipated difficulty with integration into our corporate culture;
- delays in customer purchases due to uncertainty related to any acquisition;
- the need to integrate or implement additional controls, procedures and policies;
- challenges caused by distance, language and cultural differences;
- harm to our existing business relationships with partners and customers as a result of the acquisition;
- potential loss of key employees;
- use of resources that are needed in other parts of our business and diversion of management and employee resources;
- inability to recognize acquired deferred revenue in accordance with our revenue recognition policies; and
- use of substantial portions of our available cash or the incurrence of debt to consummate the acquisition.

Acquisitions also increase the risk of unforeseen legal liability, including for potential violations of applicable law or industry rules and regulations, arising from prior or ongoing acts or omissions by the acquired businesses that are not discovered by due diligence during the acquisition process. We may have to pay cash, incur debt or issue equity or equity-linked securities to pay for any future acquisitions, each of which could adversely affect our financial condition or the market price of our common stock. The sale of equity or issuance of equity-linked debt to finance any future acquisitions could result in dilution to our stockholders. The use of cash to finance any future acquisitions may limit other potential uses of our cash, including the retirement of outstanding indebtedness. The incurrence of indebtedness would result in increased fixed obligations and could also include covenants or other restrictions that would impede our ability to manage our operations. We may have to delay or forego a substantial acquisition if we cannot obtain the necessary financing to complete such acquisition in a timely manner or on favorable terms. Any of the foregoing could adversely affect our business, financial condition and results of operations.

Our business could be adversely affected by pandemics, natural disasters, political crises or other unexpected events.

A significant natural disaster, such as an earthquake, fire, hurricane, tornado or flood, or a significant power outage or telecommunications failure, could disrupt our operations, mobile networks, the internet or the operations of our third-party service and technology providers. In particular, our corporate headquarters are located in the San Francisco Bay Area, a region known for seismic activity and wildfires. In addition, any unforeseen public health crises, such as the ongoing COVID-19 pandemic, political crises, such as terrorist attacks, war and other political instability or other catastrophic events, whether in the United States or abroad, can continue to adversely affect our operations or the economy as a whole. The impact of any natural disaster, act of terrorism or other disruption to us or our third-party providers' abilities could result in decreased demand for our products and services or a delay in the provision of our products and services or could negatively impact consumer and business spending in the impacted regions or globally depending on the severity, any of which would adversely affect our business, financial condition and results of operations. All of the aforementioned risks would be further increased if our disaster recovery plans prove to be inadequate.

Risks Related to Our Dependence on Third Parties

If we are unable to maintain successful relationships with our partners, our business, financial condition and results of operations could be harmed.

We employ a go-to-market business model whereby a portion of our revenue is generated by sales through or with our partners, including Cloud Service Providers, or CSPs, Independent Software Vendors, or ISVs, Systems Integrators, or SIs, technology partners, managed service providers and resellers, that further expand the reach of our direct sales force into additional geographies, sectors, industries and channels. We have entered, and intend to continue to enter, into reseller relationships in certain international markets where we do not have a local presence. We provide certain partners with specific training and programs to assist them in selling our products and services, but these steps may prove ineffective, and restrictions on travel and other limitations as a result of the COVID-19 pandemic or other causes may undermine our efforts to provide training and build relationships. In addition, if our partners are unsuccessful in marketing and selling our products and services, it would limit our planned expansion into certain geographies, sectors, industries and channels. If we are unable to develop and maintain effective sales incentive programs for our partners, we may not be able to successfully incentivize these partners to sell our products and services to customers.

Some of our partners may also market, sell and support offerings that are competitive with ours, may devote more resources to the marketing, sales and support of such competitive offerings, may have incentives to promote our competitors' offerings to the detriment of our own or may cease selling our products and services altogether. Our partners could also subject us to lawsuits, potential liability and reputational harm if, for example, any of our partners misrepresents the functionality of our products and services to customers, violate laws or violate our or their corporate policies. Our ability to achieve revenue growth in the future will depend, in part, on our success in maintaining successful relationships with our partners, identifying additional partners and training our partners to independently sell our products and services. If our partners are unsuccessful in selling our products and services, or if we are unable to enter into arrangements with or retain a sufficient number of high-quality partners in the regions in which we sell our products and services and keep them motivated to sell our products and services, our business, financial condition, results of operations and growth prospects could be adversely affected.

We rely on third-party service providers for many aspects of our business, and any failure to maintain these relationships could harm our business.

Our success depends, in part, on our relationships with third-party service providers, including providers of cloud hosting infrastructure, customer relationship management systems, financial reporting systems, human resource management systems, credit card processing platforms, marketing automation systems, payroll processing systems and data centers, among others. If any of these third parties experience difficulty meeting our requirements or standards, become unavailable due to extended outages or interruptions, temporarily or permanently cease operations, face financial distress or other business disruptions or increase their fees, or if our relationships with any of these providers deteriorate or if any of the agreements we have entered into with such third parties are terminated or not renewed without adequate transition arrangements, we could suffer increased costs and delays in our ability to provide customers with our products and services, our ability to manage our finances could be interrupted, receipt of payments from customers may be delayed, our processes for managing sales of our offerings could be impaired, our ability to generate and manage sales leads could be weakened or our business operations could be disrupted. Any of such disruptions may adversely affect our business, financial condition, results of operations or cash flows until we replace such providers or develop replacement technology or operations. In addition, if we are unsuccessful in identifying high-quality service providers, negotiating cost-effective relationships with them or effectively managing these relationships, our business, financial condition and results of operations could be adversely affected.

Certain estimates and information contained in this prospectus are based on information from third-party sources and we do not independently verify the accuracy or completeness of the data contained in such sources or the methodologies for collecting such data, and any real or perceived inaccuracies in such estimates and information may harm our reputation and adversely affect our business.

Certain estimates and information contained in this prospectus, including general expectations concerning our industry and the market in which we operate and market size, are based to some extent on information provided by third-party providers. This information involves a number of assumptions and limitations, and although we believe the information from such third-party sources is reliable, we have not independently verified the accuracy or completeness of the data contained in such third-party sources or the methodologies for collecting such data. If there are any limitations or errors with respect to such data or methodologies, or if investors do not perceive such data or methodologies to be accurate, or if we discover material inaccuracies with respect to such data or methodologies, our reputation, financial condition and results of operations could be adversely affected.

Risks Related to Our Intellectual Property and Open Source

Our use of third-party open source software in our solutions, the availability of core portions of our source code on an open source basis, and contributions to our open source projects could negatively affect our ability to sell our products and provide our services, subject us to possible litigation and allow third parties to access and use software and technology that we use in our business, all of which could adversely affect our business and results of operations.

Our products, including the Enterprise Edition of our Couchbase platform, include software that is licensed to us by third parties under "open source" licenses. Use and distribution of open source software may entail greater risks than use of third-party commercial software, because open source projects may have vulnerabilities and architectural instabilities, and also because open source licensors generally provide their software on an "as-is" basis and do not provide support, warranties, indemnification or other contractual protections regarding infringement claims or the quality of the code. We have also elected to make core portions of our source code available on an open source basis to facilitate adoption as well as collaboration and participation from our application developer communities. However, we may not be successful in this strategy, and such efforts may enable others to use the open source components of our software to compete more effectively against us. In addition, the public availability of such software may make it easier for others to compromise our products. We expect to continue to incorporate such open source software in our products and allow core portions of our source code to be available on an open source basis in the future.

Although most of our code is developed in-house, we also receive a limited amount of contributions from our open source developer communities. We require third parties who provide contributions to us to assign ownership of all intellectual property rights in their contributions to us, or provide us with a perpetual license to their works, and represent that their contributions are original works and that they are entitled to assign or license these rights to us. However, we cannot be sure that we can use all contributions without obtaining additional licenses from third parties, and may be subject to intellectual property infringement or misappropriation claims as a result of our use of these contributions.

Some open source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the type of open source software we use, or grant other licenses to our intellectual property. We seek to ensure that our closed-source proprietary software is not combined with, and does not incorporate, open source software in ways that would require the release of the source code of our closed-source proprietary software to the public. However, we cannot ensure that we have not incorporated additional open source software in our software in a manner that is inconsistent with the terms of the applicable license or our current policies and procedures. If we fail to comply with the terms of these licenses or otherwise combine our closed-source proprietary software with open source software in a certain manner, we could, under certain open source licenses, be required to release the source code of our closed-source proprietary software to the public at no cost, make available source code for modifications or derivative works we create based upon,

incorporating or using the open source software and license such modifications or derivative works under the terms of applicable open source licenses. This would allow our competitors to create similar offerings with lower development effort and time and ultimately could result in a loss of our competitive advantages. Additionally, if an author or other third party that distributes such open source software were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our products that contained the open source software and required to comply with onerous conditions or restrictions on these products, which could disrupt the distribution and sale of these products. Alternatively, to avoid the public release of the affected portions of our source code, we could be required to expend substantial time and resources to re-engineer some or all of our software which may divert resources away from our product development efforts and, as a result, adversely affect our business.

Although we monitor our use of open source software to avoid subjecting our products to conditions we do not intend, the terms of many open source licenses have not been interpreted by U.S. or foreign courts, and there is a risk that these licenses could be construed in a way that could impose unanticipated conditions or restrictions on our ability to provide or distribute our products. From time to time, there have been claims challenging the ownership of open source software against companies that incorporate open source software into their products, and the licensors of such open source software provide no warranties or indemnities with respect to such claims. As a result, we and our customers could be subject to lawsuits by parties claiming ownership of what we believe to be open source software. Moreover, we cannot ensure that our processes for controlling our use of open source software in our products will be effective. If we are held to have breached or failed to fully comply with all the terms and conditions of an open source software license, or if an author or other third party that distributes such open source software were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations. In the event we are unable to successfully defend against such allegations, we could be subject to significant damages or other liability, including being enjoined from the sale of our products and services. We could also be required to seek licenses from third parties to continue providing our products on terms that are not economically feasible, re-engineer our products, discontinue or delay the provision of our products if re-engineering cannot be accomplished on a timely basis or make generally available, in source code form, our proprietary code. Any of the foregoing would adversely affect our business, financial condition and results of operations.

Our distribution and licensing model could negatively affect our ability to monetize and protect our intellectual property rights.

Most of our products may be obtained for free from the internet, including a substantial portion of our source code on open source terms, and we may not know the parties that are utilizing our products and to what extent they are utilizing our products. Also, we do not have visibility into how our software is being used by licensees, so our ability to detect violations of our product licenses is extremely limited. If we are unable to manage the risks related to our licensing and distribution model, our business, financial condition and results of operations could be adversely affected.

Because of the rights accorded to third parties under open source licenses, there may be fewer technology barriers to entry in the markets in which we compete and it may be relatively easy for new and existing competitors, some of whom may have greater resources than we have, to compete with us.

One of the characteristics of open source software is that the governing license terms generally allow liberal modifications of the code and distribution thereof to a wide group of companies or individuals. We make a core portion of our source code available on an open source basis, which may enable others to develop new software products or services that are competitive to ours without the same degree of overhead and lead time required by us, particularly if customers do not value the differentiation of our proprietary components. It is possible for new and existing competitors, including those with greater resources than ours, to develop their own open source software or hybrid proprietary and open source software offerings, potentially reducing the demand

for, and putting price pressure on, our products. In addition, some competitors make open source software available for free download or use or may position competing open source software as a loss leader. We cannot guarantee that we will be able to compete successfully against current and future competitors or that competitive pressure or the availability of open source software will not result in price reductions, reduced revenue and gross margins and loss of market share, any one of which could adversely affect our business. We may make licensing model changes that may not be effective or otherwise negatively impact our ability to compete.

We could incur substantial costs in obtaining, maintaining, protecting, defending and enforcing our intellectual property rights and any failure to obtain, maintain, protect, defend or enforce our intellectual property rights could reduce the value of our software and brand.

Our success depends, in part, upon our ability to obtain, maintain, protect, defend and enforce our intellectual property rights, including our proprietary technology, know-how and our brand. We rely on a combination of patents, copyrights, trademarks, service marks, trade secret laws, other intellectual property laws, confidentiality procedures and contractual provisions in an effort to establish and protect our proprietary rights. However, the steps we take to obtain, maintain, protect, enforce and defend our intellectual property rights may be inadequate. We will not be able to protect our intellectual property rights if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. If we fail to protect or enforce our intellectual property rights adequately, our competitors might gain access to our proprietary technology and develop and commercialize similar or substantially identical products, services or technologies, and our business, financial condition, results of operations or prospects could be adversely affected. While we have patent applications pending in the United States, we do not currently own or in-license any issued patents related to any of our products or technologies, and there can be no assurance that our patent applications will result in issued patents. We currently are the assignee of a U.S. provisional patent application, a Patent Cooperation Treaty, or PCT, patent application and a number of U.S. non-provisional patent applications. U.S. provisional patent applications are not eligible to become issued patents until, among other things, we file a non-provisional patent application within 12 months of filing of such provisional patent application. Our pending PCT patent application is not eligible to become an issued patent until, among other things, we file a national stage patent application within 30 months in the countries in which we seek patent protection. If we do not timely file such nonprovisional patent application or national stage patent applications, we may lose our priority date with respect to our U.S. provisional patent application and PCT patent application and any patent protection on the inventions disclosed in such applications.

Even if we continue to seek patent protection in the future, we may be unable to obtain or maintain patent protection for our technology. In addition, any patents issued from pending or future patent applications or licensed to us in the future may not provide us with competitive advantages, or may be successfully challenged by third parties. In addition, defending our intellectual property rights might entail significant expenses. Any of our patents, trademarks or other intellectual property rights that we have or may obtain may be challenged or circumvented by others or invalidated or held unenforceable through administrative process, including re-examination, *inter partes* review, interference and derivation proceedings and equivalent proceedings in foreign jurisdictions or litigation in the United States or in foreign jurisdictions. Others may infringe on our patents, trademarks or other intellectual property rights, independently develop similar, substantially identical or superior offerings, duplicate any of our offerings or design around our patents or other intellectual property rights or use information that we regard as proprietary to create products and services that compete with ours. Further, legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Various courts, including the United States Supreme Court, have rendered decisions that affect the scope of patentability of certain inventions or discoveries relating to software and business methods. These decisions state, among other things, that a patent claim that recites an abstract idea, natural phenomenon or law of nature are not themselves patentable. Precisely what constitutes a law of nature or abstract idea is uncertain, and it is possible that certain aspects of our technology could be considered abstract ideas. Accordingly, the evolving case law in the United States may adversely affect our ability to obtain patents and may facilitate third party challenges to any future owned or licensed patents. Additionally, patent, trademark, copyright and trade

secret protection may not be available to us in every country in which our services are available. In addition, the laws of some foreign countries may not be as protective of intellectual property rights as those in the United States, and mechanisms for enforcement of intellectual property rights may be inadequate. As we expand our international activities, our exposure to unauthorized copying and use of our services and platform capabilities and proprietary information will likely increase. Policing unauthorized use of our technologies, trade secrets and intellectual property may be difficult, expensive and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak. Accordingly, despite our efforts, we may be unable to prevent third parties from infringing upon, misappropriating or otherwise violating our intellectual property rights.

In addition, we have made core portions of our own software available under open source or source available licenses, and we include third-party open source software in our products. We have also occasionally contributed source code to open source projects. Because the source code for any software we distribute under open source or source available licenses or contribute to open source projects is publicly available, our ability to protect our intellectual property rights with respect to such source code may be limited or lost entirely.

We rely, in part, on trade secrets, proprietary know-how and other confidential information to maintain our competitive position and protect our confidential and proprietary information, know-how and trade secrets. While we generally enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with other third parties, including suppliers, vendors and the parties with whom we have strategic relationships and business alliances, the assignment of intellectual property rights may not be self-executing or may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. Additionally, we cannot guarantee that we have entered into such agreements with each party that has or may have created or developed intellectual property on our behalf or had access to our proprietary information, know-how or trade secrets. We cannot guarantee that these agreements will be effective in controlling access to, distribution, use, misuse, misappropriation, reverse engineering or disclosure of our proprietary information, know-how and trade secrets. Further, these agreements may not prevent our competitors or partners from independently developing offerings that are substantially equivalent or superior to ours. These agreements may be breached, and we may not have adequate remedies for any such breach. Further, we have experienced and may in the future experience unauthorized access of our proprietary source code, confidential information and know-how. We have and may in the future initiate litigation regarding trade secret misappropriation, but enforcing a claim that a party illegally disclosed or misappropriated a trade secret or know-how is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets and know-how.

We may be required to spend significant resources in order to monitor and protect our intellectual property rights, and some violations may be difficult or impossible to detect. Litigation may be necessary in the future to protect and enforce our intellectual property rights, and such litigation could be costly, time-consuming and distracting to management, and could result in the impairment or loss of portions of our intellectual property. Our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights, and, if such defenses, counterclaims and countersuits are successful, we could lose valuable intellectual property rights. Our inability to protect our intellectual property and proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management’s attention and resources, could impair the functionality of our products, delay introductions of enhancements to our products, result in our substituting inferior or more costly technologies into our products or harm our reputation and brand. In addition, we may be required to license additional technology from third parties to develop and market new product features, which may not be on commercially reasonable terms, or at all, and would adversely affect our ability to compete.

We have been and may in the future become subject to intellectual property disputes which may be costly to defend, subject us to significant liability, require us to pay significant damages and limit our ability to use certain technologies.

We have been and may in the future become subject to intellectual property disputes. Our success depends, in part, on our ability to develop and commercialize our products and services without infringing, misappropriating or otherwise violating the intellectual property rights of third parties. However, we may not be aware if our products are infringing, misappropriating or otherwise violating third-party intellectual property rights, and such third parties may bring claims alleging such infringement, misappropriation or violation. Further, we have faced and may in the future face claims from third parties claiming ownership of, or demanding release of, the software or derivative works that we have developed, including works using third-party open source software, which could include our proprietary source code, or otherwise seeking to enforce the terms of the applicable open-source license. Companies in the software and technology industries, including some of our current and potential competitors, are frequently subject to litigation based on allegations of infringement or other violations of intellectual property rights. In addition, certain companies and rights holders seek to enforce and monetize patents or other intellectual property rights they own, have purchased or otherwise obtained. Many potential litigants, including some of our competitors and patent-holding companies, have the ability to dedicate substantial resources to assert their intellectual property rights and to defend claims that may be brought against them.

Lawsuits are time-consuming and expensive to resolve and they divert management's time and attention. Certain of our agreements with our customers and other third parties include indemnification provisions under which we agree to indemnify or otherwise be liable to them for losses suffered or incurred as a result of claims of infringement, misappropriation or other violation of intellectual property rights. Any claim of infringement by a third party, even those without merit, against us or for which we are required to provide indemnification, could cause us to incur substantial costs defending against the claim, could distract our management from our business and could require us to cease use of such intellectual property. Further, because of the substantial amount of discovery required in connection with intellectual property litigation, we risk compromising our confidential information during this type of litigation. We may be required to make substantial payments for legal fees, settlement fees, damages (including treble damages and attorneys' fees if we are found to have willfully infringed a party's rights), royalties or other fees in connection with a claimant securing a judgment against us and we may be subject to an injunction or other restrictions that cause us to cease selling or using products or services that incorporate the intellectual property rights that we allegedly infringe, misappropriate or violate, including subscriptions to our products. We may also be required to redesign any allegedly infringing portion of our products, which could be time-consuming or impossible, or we may agree to a settlement that prevents us from distributing our products or a portion thereof, any of which could adversely affect our business, financial condition and results of operations.

With respect to any intellectual property rights claim, we may have to seek out a license to continue operations found to be in violation of such rights, which may not be available on favorable or commercially reasonable terms and may significantly increase our operating expenses. Some licenses may be non-exclusive, and therefore our competitors may have access to the same technology licensed to us. If a third party does not offer us a license to its intellectual property on commercially reasonable terms, or at all, we may be required to develop alternative, non-infringing technology, which could require significant time (during which we would be unable to continue to offer our affected product features), effort and expense and may ultimately not be successful. Any of these events would adversely affect our business, financial condition and results of operations.

Even if the claims do not result in litigation or are resolved in our favor, these claims and the time and resources necessary to resolve them, could divert the resources of our management and harm our business and results of operations. Moreover, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it would have a substantial adverse effect on our business, results of operations or the market price of our

common stock. We expect that the occurrence of infringement claims is likely to grow as the market for platform and services grows. Accordingly, our exposure to damages resulting from infringement claims could increase and this could further exhaust our financial and management resources.

Risks Related to Our Legal and Regulatory Environment

Our business is subject to a wide range of laws and regulations, many of which are evolving, and failure to comply with such laws and regulations could harm our business, financial condition and results of operations.

Our business is subject to regulation by various federal, state, local and foreign governmental agencies, including agencies responsible for monitoring and enforcing data privacy, security and protection laws and regulations, intellectual property, employment and labor laws, workplace safety, consumer protection laws, anti-bribery laws, import and export controls, immigration laws, federal securities laws and tax laws and regulations. In certain foreign jurisdictions, these regulatory requirements may be more stringent than in the United States. These laws and regulations impose added costs on our business. Noncompliance with applicable regulations or requirements could subject us to:

- investigations, enforcement actions, orders and sanctions;
- mandatory changes to our products and services;
- disgorgement of profits, fines and damages;
- civil and criminal penalties or injunctions;
- claims for damages by our customers or partners;
- termination of contracts;
- loss of intellectual property rights; and
- temporary or permanent debarment from sales to heavily regulated organizations and governments.

If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, financial condition and results of operations could be adversely affected. In addition, responding to any action will likely result in a significant diversion of management's attention and resources and an increase in professional fees. Enforcement actions and sanctions could materially harm our business, financial condition and results of operations.

In addition, we must comply with laws and regulations relating to the formation, administration and performance of contracts with customers in heavily regulated industries and the public sector, including U.S. federal, state and local governmental organizations, which affect how we and our partners do business with such customers. Selling our product to customers in heavily regulated industries or to the U.S. government, whether directly or through partners, also subjects us to certain regulatory and contractual requirements. Failure to comply with these requirements by either us or our partners could subject us to investigations, fines and other penalties, which would adversely affect our business, financial condition, results of operations and growth prospects. Violations of certain regulatory and contractual requirements could also result in us being suspended or debarred from future government contracting or other contracting opportunities. Any of these outcomes could adversely affect our business, financial condition, results of operations and growth prospects.

If our security measures, or those of our service providers or customers, are breached or unauthorized parties otherwise obtain access to our data or software, our products and services may be perceived as not being secure, customers may reduce or terminate their use of our products and services and we may face claims, litigation, regulatory investigations, significant liability and reputational damage.

We collect, use, store and transmit or otherwise process data as part of our business operations, including personal data in and across multiple jurisdictions. We also use third-party service providers to collect, use, store,

transmit, maintain and otherwise process such information. Increasingly, threats from computer malware, ransomware, viruses, social engineering (including phishing attacks), denial of service or other attacks, employee theft or misuse and general hacking have become more prevalent in our industry and our customers' industries. Any of these security incidents could result in unauthorized access to, damage to, disablement or encryption of, use or misuse of, disclosure of, modification of, destruction of or loss of our data (including personal data), software or systems or disrupt our ability to provide our products and services. Any actual or perceived security incident could interrupt our operations, harm our reputation and brand, result in significant remediation and cybersecurity protection costs (including deploying additional personnel and modifying or enhancing our protection technologies and investigating and remediating any information security vulnerabilities), result in lost revenue, lead to regulatory investigations and orders, litigation, disputes, indemnity obligations, damages for breach of contract, penalties for violation of applicable laws and regulations and other legal risks, increase our insurance premiums, result in any other financial exposure, lead to loss of customer confidence in us or decreased use of our products and services and otherwise adversely affect our reputation, competitiveness, business, financial condition and results of operations.

We have taken steps to protect the data on our systems, but our security measures or those of our customers or third-party service providers could be insufficient and breached as a result of third-party action, employee or user errors, technological limitations, defects or vulnerabilities in our systems or offerings or those of our third-party service providers, malfeasance, fraud or malice on the part of employees or third parties, including state-sponsored organizations with significant financial and technological resources, or from accidental technological failure or otherwise. We have experienced and may continue to experience security incidents and attacks of varying degrees from time to time. For example, our accounts have been used without authorization to mine for cryptocurrency, send phishing emails and attempt to locate account credentials. Additionally, with our employees and many employees of our third-party service providers currently working remotely due to the COVID-19 pandemic, we may be exposed to increased risks of security breaches or incidents. For example, we have seen an increase in phishing attempts and spam emails over time and it is possible this trend will continue. We anticipate needing to enhance the security of our products and services, our data, our systems and our internal IT infrastructure, which may require additional resources and substantial costs and may not be successful. There can be no assurance that any security measures that we or our customers or third-party service providers have implemented will be effective against current or future security threats. We have developed systems and processes to protect the integrity, confidentiality and security of our data and software, but our security measures or those of our customers or third-party service providers could fail and result in unauthorized access to, damage to, disablement or encryption of, use or misuse of, disclosure of, modification of, destruction of or loss of such data and software. Through contractual provisions and third-party risk management processes, we take steps to require that our third-party providers and their subcontractors protect our data, but because we do not control our third-party service providers and our ability to monitor their data security is limited, we cannot ensure the security measures they take will be sufficient to protect our data. A vulnerability in a third-party provider's or a customer's software or systems, a failure of our customers' or third-party providers' safeguards, policies or procedures or a breach of a customer's or third-party provider's software or systems could result in the compromise of the confidentiality, integrity or availability of our systems or the data housed in our third-party solutions. Further, because there are many different security breach techniques and such techniques continue to evolve and are generally not detected until after an incident has occurred, we may be unable to implement adequate preventative measures, anticipate or prevent attempted security breaches or other security incidents or react in a timely manner. If any of the foregoing were to occur, our customers and potential customers may lose trust in the security of our products or database software generally, which could adversely impact our brand, reputation and ability to retain existing customers or attract new customers.

Any security breach or other security incident that we or our third-party service providers experience, or the perception that one has occurred, could result in a loss of customer confidence in the security of our products and services, harm our reputation and brand, reduce the demand for our products and services, disrupt normal business operations, divert management's attention and resources, require us to spend material resources to investigate or correct the breach and to prevent future security breaches and incidents or expose us to legal

liabilities, including claims, litigation, regulatory enforcement and orders, disputes, investigations, indemnity obligations, damages for contract breach, penalties for violation of applicable laws or regulations and significant costs for remediation, any of which could adversely affect our results of operations. In addition, our remediation efforts may not be successful. We cannot ensure that any limitation of liability provisions in our customer, partner, vendor and other contracts would be enforceable or adequate with respect to any security lapse or breach or other security incident or would otherwise protect us from any liabilities or damages with respect to any particular claim. These risks may increase as we continue to grow and evolve our offerings to collect, host, process, store and transmit increasing volumes of data. In addition, these risks may increase if the type of data that we collect, host, process, store and transmit increasingly include sensitive and regulated data, such as protected health information or credit card information.

Many governments have enacted laws requiring companies to notify individuals of data security incidents or unauthorized transfers involving certain types of personal data. Accordingly, security incidents that we, our competitors, our customers or our third-party service providers experience may lead to negative publicity and harm our reputation. Further, if a security breach occurs with respect to us or a competitor or third-party service provider, our customers and potential customers may lose trust in the security of our products or services or database software generally, which could adversely impact our ability to retain existing customers or attract new customers, which could adversely affect our business, financial condition and results of operations.

Moreover, our insurance coverage, subject to applicable deductibles, may not be adequate for liabilities incurred or cover any indemnification claims against us relating to any security incident or breach or an insurer may deny or exclude from coverage certain types of claims. In the future, we may not be able to secure insurance for such matters on commercially reasonable terms, or at all. The successful assertion of one or more claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could adversely affect our business, financial condition and results of operations.

If we are not able to comply with, or are perceived to not comply with U.S. and foreign laws, rules, regulations, industry standards, contractual obligations and other requirements relating to data protection, information security and privacy, our business, financial condition and results of operations could be harmed.

We are subject to a variety of federal, state, local and international laws, rules and regulations, as well as industry standards, internal and external privacy policies and contractual obligations to third parties, relating to the collection, use, retention, security, disclosure, transfer, storage and other processing of personal information and other data. The regulatory framework governing data privacy, security, protection and transfers worldwide is rapidly evolving and is likely to remain uncertain for the foreseeable future, and it is possible that these or other actual or future obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices. Any failure or perceived failure by us, our suppliers or other third parties with whom we do business to comply with our contractual commitments, policies or federal, state, local or international regulations could result in proceedings against us by governmental entities or others. In many jurisdictions, enforcement actions and consequences for noncompliance are rising. In the United States, these include enforcement actions in response to rules and regulations promulgated under the authority of federal agencies, state attorneys general and legislatures and consumer protection agencies. In addition, security advocates and industry groups have regularly proposed, and may propose in the future, self-regulatory standards with which we must legally comply or that contractually apply to us. If we fail to follow these security standards even if no personal information is compromised, we may incur significant fines or experience a significant increase in costs.

Internationally, virtually every jurisdiction in which we operate has established its own data security and privacy legal framework with which we or our customers must comply, including but not limited to the United Kingdom and the EU. The EU’s data protection landscape recently changed, resulting in possible significant

operational costs for internal compliance and risk to our business. The EU has adopted the General Data Protection Regulation, or GDPR, which went into effect in May 2018, and together with national legislation, regulations and guidelines of the EU member states, contains numerous requirements and changes from previously existing EU law, including the increased jurisdictional reach of the European Commission, more robust obligations on data processors and additional requirements for data protection compliance programs by companies. EU member states are tasked under the GDPR to enact, and have enacted, certain legislation that adds to or further interprets the GDPR requirements and potentially extends our obligations and potential liability for failing to meet such obligations. Among other requirements, the GDPR regulates transfers of personal data subject to the GDPR to the United States as well as other third countries that have not been found to provide adequate protection to such personal data. The GDPR also introduced numerous privacy-related changes for companies operating in the EU, including greater control for data subjects (for example, the "right to be forgotten"), increased data portability for EU consumers, data breach notification requirements and increased fines. In particular, under the GDPR, fines of up to 20 million euros or 4% of the annual global revenue of the noncompliant company, whichever is greater, could be imposed for violations of certain of the GDPR's requirements. Such penalties are in addition to any civil litigation claims by customers and data subjects. The GDPR requirements apply not only to third-party transactions, but also to transfers of information between us and our subsidiaries, including employee information.

While we have taken steps to mitigate the impact on us with respect to transfers of data, the efficacy and longevity of these transfer mechanisms remains uncertain. The occurrence of unanticipated events and development of evolving technologies often rapidly drives the adoption of legislation or regulation affecting the use, collection or other processing of data and manner in which we conduct our business.

For example, the European Court of Justice, or CJEU, in July 2020 struck down the EU-U.S. Privacy Shield framework, which provided companies with a mechanism to comply with data protection requirements when transferring personal data from the EU to the United States, and imposed additional obligations on companies when relying on model contractual clauses approved by the European Commission. The Swiss Federal Data Protection and Information Commissioner also has stated that it no longer considers the Swiss-U.S. Privacy Shield adequate for the purposes of personal data transfers from Switzerland to the United States. These developments may result in European data protection regulators applying differing standards for, and requiring ad hoc verification of, transfers of personal data from Europe to the United States. We may be required to take additional steps to legitimize any personal data transfers impacted by these developments and be subject to increasing costs of compliance and limitations on our customers and us. More generally, we may find it necessary or desirable to modify our data handling practices, and this CJEU decision or other legal challenges relating to cross-border data transfer may serve as a basis for our personal data handling practices, or those of our customers and vendors, to be challenged and may otherwise adversely affect our business, financial condition and results of operations.

Further, following a referendum in June 2016 in which voters in the United Kingdom approved an exit from the EU, the U.K. government has initiated a process to leave the EU known as Brexit. Brexit has created uncertainty with regard to the regulation of data protection in the United Kingdom. In particular, while the Data Protection Act of 2018, which implements and complements the GDPR, achieved Royal Assent on May 23, 2018 and is now effective in the United Kingdom, it is still unclear whether transfer of data from the European Economic Area, or EEA, to the United Kingdom will remain lawful under the GDPR. As of January 1, 2021, and the expiry of transitional arrangements agreed to between the United Kingdom and EU, data processing in the United Kingdom is governed by a U.K. version of the GDPR (combining the GDPR and the Data Protection Act 2018), exposing us to two parallel regimes, each of which potentially authorizes similar fines and other potentially divergent enforcement actions for certain violations. Pursuant to the Trade and Cooperation Agreement, which went into effect on January 1, 2021, the United Kingdom and EU agreed to a specified period during which the United Kingdom will be treated like an EU member state in relation to transfers of personal data to the United Kingdom for four months from January 1, 2021. This period may be extended by two further months. Unless the European Commission makes an "adequacy finding" in respect of the United Kingdom

before the expiration of such specified period, the United Kingdom will become an "inadequate third country" under the GDPR and transfers of data from the EEA to the United Kingdom will require a "transfer mechanism," such as the standard contractual clauses. Furthermore, following the expiration of the specified period, there will be increasing scope for divergence in application, interpretation and enforcement of the data protection law between the United Kingdom and EEA. We continue to monitor and review the impact of any resulting changes to EU or U.K. law that could affect our operations. We may incur liabilities, expenses, costs and other operational losses under the GDPR and privacy laws of the applicable EU member states and the United Kingdom in connection with any measures we take to comply with them. Other countries have also passed or are considering passing laws requiring local data residency or restricting the international transfer of data.

In addition, domestic data privacy laws at the state and local level, such as the California Consumer Privacy Act, or CCPA, which took effect in January 2020, continue to evolve and could require us to modify our data processing practices and policies and expose us to further regulatory or operational burdens. The CCPA increases privacy rights for California residents and imposes obligations on companies that process their personal information, including an obligation to provide certain new disclosures to such residents. Specifically, among other things, the CCPA creates new consumer rights, and corresponding obligations on covered businesses, relating to the access to, deletion of and sharing of personal information collected by covered businesses, including a consumer's right to opt out of certain sales of their personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for certain data breaches that result in the loss of personal information. This private right of action may increase the likelihood of, and risks associated with, data breach litigation. Additionally, a new privacy law, the California Privacy Rights Act, or CPRA, was approved by California voters in the November 3, 2020 election. Effective starting January 1, 2023, the CPRA will significantly modify the CCPA, including by expanding consumers' rights with respect to certain sensitive personal information. The CPRA also creates a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA. This may potentially result in further uncertainty and requiring us to incur additional costs and expenses in efforts to comply. Certain other state laws impose similar privacy obligations and all 50 states have laws including obligations to provide notification of security breaches of computer databases that contain personal information to affected individuals, state officers and others. For example, the CCPA has prompted a number of proposals for new federal and state-level privacy legislation, such as in Illinois, Nebraska, Nevada, New Hampshire and Virginia. This legislation may add additional complexity, variation in requirements, restrictions and potential legal risk, require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data and could result in increased compliance costs or changes in business practices and policies.

Complying with the GDPR, CCPA, CPRA and other laws, regulations, amendments to or re-interpretations of existing laws and regulations and contractual or other obligations relating to data privacy, security, protection, transfer, localization and information security may require us to make changes to our products and services to enable us or our customers to meet new legal requirements, incur substantial operational costs, modify our data practices and policies and restrict our business operations. Any actual or perceived failure by us to comply with these laws, regulations or other obligations may lead to significant fines, penalties, regulatory investigations, lawsuits, significant costs for remediation, damage to our reputation or other liabilities. Additionally, because the interpretation and application of many privacy and data protection laws along with contractually imposed industry standards are uncertain, it is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our services and platform capabilities. If so, in addition to the possibility of fines, lawsuits, regulatory investigations, imprisonment of company officials and public censure, other claims and penalties, significant costs for remediation and damage to our reputation, we could be required to fundamentally change our business activities and practices or modify our services and platform capabilities, any of which could require significant additional expense and have an adverse effect on our business, including impacting our ability to innovate, delaying our product development roadmap and adversely affecting our relationships with customers and our ability to compete. If we are obligated to fundamentally change our business activities and practices or modify our products and services, we may be

unable to make such changes and modifications in a commercially reasonable manner, or at all, and our ability to develop new product features and services could be limited.

In addition to government activity, privacy advocacy and other industry groups have established or may establish new self-regulatory standards that may place additional burdens on our ability to provide our products and services globally. Our customers expect us to meet certain voluntary certification and other standards established by third parties. If we are unable to maintain these certifications or meet these standards, it could adversely affect our ability to provide our services to certain customers and could harm our business. Further, the uncertain and shifting regulatory environment may cause concerns regarding data privacy and may cause our customers to resist providing the data that could improve our products and services, or limit the use and adoption of our products and services.

These laws, regulations, rules, industry standards and contractual or other obligations relating to data privacy, security, protection, transfers, localization and information security could require us to take on more onerous obligations in our contracts, restrict our ability to store, transfer and process data or, in some cases, impact our ability to offer our products and services in certain locations, to reach existing and potential customers or to derive insights from customer data globally. The costs of compliance with, and other burdens imposed by, these laws, regulations, standards and obligations, or any inability to adequately address privacy, data protection or information security-related concerns, even if unfounded, may limit the use and adoption of our products and services, reduce overall demand for our products and services, make it more difficult to meet expectations from or commitments to customers, impact our reputation or slow the pace at which we close sales transactions, any of which could harm our business, financial condition and results of operations.

Any future litigation against us could be costly and time-consuming to defend.

From time to time, we may become involved in various legal proceedings relating to matters incidental to the ordinary course of our business, including intellectual property, commercial, product liability, employment, class action, whistleblower and other litigation and claims and governmental and other regulatory investigations and proceedings. Such matters can be time-consuming, divert management's attention and resources, cause us to incur significant expenses or liability or require us to change our business practices. In addition, the expense of litigation and the timing of this expense from period to period are difficult to estimate, subject to change and could adversely affect our financial condition and results of operations. Because of the potential risks, expenses and uncertainties of litigation, we may, from time to time, settle disputes, even where we have meritorious claims or defenses, by agreeing to settlement agreements. Any of the foregoing could adversely affect our business, financial condition and results of operations. In addition, we cannot be sure that our existing insurance coverage and coverage for errors and omissions will continue to be available on acceptable terms or that our insurers will not deny coverage as to any future claim.

Indemnity provisions in various agreements to which we are party potentially expose us to substantial liability for intellectual property infringement, misappropriation or other violation and other losses.

Our agreements with our customers, partners and other third parties may include indemnification provisions under which we agree to indemnify or otherwise be liable to them for losses suffered or incurred as a result of claims of infringement, misappropriation or violation of intellectual property rights, data protection, damages caused by us to property or persons, or in connection with any such defects or errors in our products, or other liabilities relating to or arising from our products and services, our acts or omissions under such agreements or other contractual obligations. Some of these indemnity agreements provide for uncapped liability for which we would be responsible, and some indemnity provisions survive termination or expiration of the applicable agreement. Large indemnity payments could harm our business, financial condition and results of operations. Although we attempt to contractually limit our liability with respect to such indemnity obligations, we are not always successful and may still incur substantial liability related to such claims and we may be required to cease use of certain functions of our products or services as a result of any such claims. Moreover, even claims that

ultimately are unsuccessful could result in our expenditure of funds in litigation, divert management's time and other resources and harm our business and reputation.

In addition, although we carry general liability insurance, our insurance against this liability may not be adequate to cover a potential claim, and such coverage may not be available to us on acceptable terms, or at all. Any dispute with a customer, channel party or other third party with respect to such obligations could have adverse effects on our relationship with such customer, channel party or other third party or other existing or potential customers, harm our reputation or reduce demand for our products and services. Any of the foregoing could adversely affect our business, financial condition and results of operations.

A portion of our revenue is generated by sales to heavily regulated organizations, which are subject to a number of challenges and risks.

We provide our products and services to heavily regulated organizations, and at times to the U.S. government, state and local governments and non-U.S. governments directly and through our partners. Selling to these entities can be highly competitive, expensive and time-consuming, often requiring significant upfront time and expense without any assurance that these efforts will result in a sale. For instance, highly regulated entities and government customers often require contract terms that differ from our standard arrangements and impose compliance requirements that are complicated, require preferential pricing or "most favored nation" terms and conditions or are otherwise time-consuming and expensive to satisfy. If we undertake to meet special standards or requirements and do not meet them, we could be subject to increased liability from our customers. Even if we do meet them, the additional costs associated with providing our services to highly regulated organizations and governments could harm our financial condition and results of operations.

We have been and are increasingly doing more business in heavily regulated industries. Existing and potential customers, such as those in these industries, may be required to comply with more stringent regulations in connection with subscribing to and implementing our products and services or particular regulations regarding third-party vendors that may be interpreted differently by different customers. In addition, regulatory agencies may impose requirements toward third-party vendors generally, or to us in particular, that we may not be able to, or may not choose to, meet. Any changes in the underlying regulatory conditions that affect these types of customers could harm our ability to efficiently provide our products and services to them and to grow or maintain our customer base. Moreover, customers in these heavily regulated areas often have a right to conduct audits of our systems, products and practices. In the event that one or more customers determine that some aspect of our business does not meet contractual or regulatory requirements, we may be limited in our ability to continue or expand our business. Each of these difficulties could adversely affect our business and results of operations.

Failure to comply with anti-bribery, anti-corruption, anti-money laundering and similar laws could subject us to penalties and other adverse consequences.

We are subject to the FCPA, the U.S. domestic bribery statute contained in 18 U.S.C. § 201 and the U.S. Travel Act and other anti-bribery and anti-money laundering laws in countries outside of the United States in which we conduct our activities. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly to generally prohibit companies, their employees, agents, representatives, partners and third-party intermediaries from authorizing, offering or providing, directly or indirectly, improper payments or benefits to recipients in the public or private sector.

We sometimes leverage third parties to sell our products and services and conduct our business abroad. We, our employees, agents, representatives, partners and third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities and we may be held liable for the corrupt or other illegal activities of these employees, agents, representatives, partners or third-party intermediaries even if we do not explicitly authorize such activities. These laws also require that we keep accurate books and records and maintain internal controls and compliance procedures designed to

prevent any such actions. While we have policies and procedures designed to address compliance with such laws, we cannot ensure that none of our employees, agents, representatives, partners or third-party intermediaries will take actions in violation of our policies and applicable law, for which we may be ultimately held responsible.

Any allegations or violation of the FCPA or other applicable anti-bribery, anti-corruption and anti-money laundering laws could result in whistleblower complaints, sanctions, settlements, prosecution, enforcement actions, fines, damages, adverse media coverage, investigations, loss of export privileges, severe criminal or civil sanctions or suspension or debarment from U.S. government contracts, all of which may adversely affect our reputation, business, results of operations and prospects. Responding to any investigation or action will likely result in a materially significant diversion of management's attention and resources and significant defense costs and other professional fees. In addition, the U.S. government may seek to hold us liable for successor liability for FCPA violations committed by companies in which we invest or that we acquire. As a general matter, investigations, enforcement actions and sanctions could harm our reputation, business, financial condition and results of operations.

We are subject to governmental export control, trade sanctions and import controls that could impair our ability to compete in international markets or subject us to liability if we violate the controls.

Certain of our business activities are subject to the U.S. export control laws and regulations, including the Export Administration Regulations, or the EAR, and the U.S. trade and economic sanctions maintained by the U.S. Department of Treasury's OFAC as well as the U.S. import laws and regulations. The U.S. export control laws and economic sanctions prohibit the export, re-export and in-country transfer of our offerings, including software and services, to certain U.S. embargoed or sanctioned countries and territories, governments and persons, as well as for prohibited end-uses. Further, we incorporate encryption functionality into certain of our products, and as a result, we may need to make filings with the U.S. Department of Commerce's Bureau of Industry and Security to ensure that our exports, re-exports and transfers are in accordance with the EAR. Also, in certain cases, it is possible that a license may be required to export or re-export our products to certain countries, end-users and end-uses. Obtaining the necessary export license for a particular sale or offering may be time-consuming, may not be possible and may result in the delay or loss of sales opportunities. In addition, various countries regulate the import of certain encryption technology, including through import permit and license requirements, and have enacted laws that could limit our ability to distribute our products or could limit our customers' ability to implement our products in those countries.

If we were to fail to comply with such U.S. export controls, economic sanctions and import laws and regulations or other similar laws, we could be subject to both civil and criminal penalties, including substantial fines, possible incarceration for employees and managers for willful violations and the possible loss of our export or import privileges. We take precautions designed to ensure that we and our partners comply with all relevant export control, sanctions and import laws and regulations, but we cannot ensure that our measures will always prevent noncompliance by us or our partners with respect to such laws and regulations as they are very detailed and technical.

In addition, changes in our products or services or changes in export and import regulations in various countries may create delays in the introduction of our products and services into international markets, prevent our customers with international operations from deploying our products and services globally or, in some cases, prevent or delay the export or import of our products and services to certain countries, governments or persons altogether. Any change in export or import laws or regulations, economic sanctions or related legislation, shift in the enforcement or scope of existing export, import or sanctions laws or regulations, or change in the countries, governments, persons or technologies targeted by such export, import or sanctions laws or regulations, could result in decreased use of our products and services by or in our decreased ability to export or sell access to our products and services to, existing or potential end-customers with international operations. Any decreased use of our products and services or limitation on our ability to export to or sell access to our products and services in international markets would adversely affect our business, financial condition and results of operations.

Our international operations may subject us to greater than anticipated tax liabilities.

Our corporate structure and associated transfer pricing policies contemplate future growth in international markets and consider the functions, risks and assets of the various entities involved in intercompany transactions, the amount of taxes we pay in different jurisdictions, including the United States, our international business activities, changes in tax rates, new or revised tax laws or interpretations of existing tax laws and policies and our ability to operate our business in a manner consistent with our corporate structure and intercompany agreements. The relevant taxing authorities may challenge our methodologies for pricing intercompany transactions pursuant to intercompany arrangements or disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a disagreement were to occur, and our position were not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations. Our financial statements could fail to reflect adequate reserves to cover such a contingency.

Changes in tax laws could materially affect our financial condition, results of operations and cash flows.

The tax regimes we are subject to or operate under, including income and non-income taxes, are unsettled and may be subject to significant change. Changes in tax laws or regulations, or changes in interpretations of existing laws and regulations, could materially affect our financial condition and results of operations. For example, the Tax Cuts and Jobs Act, or the Tax Act, which contains significant changes to U.S. tax law, including a reduction in the corporate tax rate and a transition to a new territorial system of taxation. The primary impact of the new legislation on our provision for income taxes was a reduction of the future tax benefits of our deferred tax assets as a result of the reduction in the corporate tax rate. However, since we have recorded a full valuation allowance against our deferred tax assets, these changes did not have a material impact on our consolidated financial statements. The impact of the Tax Act will likely be subject to ongoing technical guidance and accounting interpretation, which we will continue to monitor and assess.

There is also a high level of uncertainty in today's tax environment stemming from both global initiatives put forth by the Organisation for Economic Co-operation and Development, or the OECD, and unilateral measures being implemented by various countries due to a lack of consensus on these global initiatives. As an example, the OECD has put forth two proposals, Pillar One and Pillar Two, that revise the existing profit allocation and nexus rules (profit allocation based on location of sales versus physical presence) and ensure a minimal level of taxation, respectively. Further, unilateral measures such as digital services tax and corresponding tariffs in response to such measures are creating additional uncertainty. If these proposals are passed, it is likely that we will have to pay higher income taxes in countries where such rules are applicable.

As we expand the scale of our international business activities, any changes in the U.S. or foreign taxation of such activities may increase our worldwide effective tax rate and harm our business, financial condition and results of operations. Such changes may also apply retroactively to our historical operations and result in taxes greater than the amounts estimated and recorded in our financial statements.

Our ability to use our net operating losses may be limited.

As of January 31, 2021, we had federal and state net operating losses, or NOLs, of $ million and $ million, respectively, which may be available to offset taxable income in the future. A lack of future taxable income would adversely affect our ability to utilize these NOLs before they expire. Unused U.S. federal NOLs for taxable years beginning before January 1, 2018, may be carried forward to offset future taxable income, if any, until such unused NOLs expire. Under the Tax Act, as modified by legislation enacted on March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act, or CARES Act, U.S. federal NOLs arising in tax years beginning after December 31, 2017 can be carried forward indefinitely, but the deductibility of such U.S. federal NOLs in taxable years beginning after December 31, 2020 is limited to 80% of taxable income. The CARES Act temporarily suspends this 80% taxable income limitation, allowing an NOL carryforward to fully offset taxable income in tax years beginning before 2021. Not all states conform to the Tax Act or CARES Act and other states have varying conformity to the Tax Act or CARES Act.

Of the U.S. federal NOLs, $ million may be carried forward indefinitely with no limitations when utilized, and $ million may be carried forward indefinitely with utilization limited to 80% of taxable income. The remaining $ million will begin to expire in . The state NOLs carryforwards begin to expire in .

Under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an "ownership change," the corporation's ability to use its pre-change NOLs to offset its post-change income may be limited. In general, an "ownership change" will occur if there is a cumulative change in our ownership by "5-percent shareholders" that exceeds 50 percentage points over a rolling three-year period. Similar rules may apply under state tax laws. We have completed a Section 382 study and have determined that none of the NOLs will expire solely due to Section 382 limitations. However, we may experience ownership changes as a result of our initial public offering or in the future as a result of subsequent shifts in our stock ownership, some of which may be outside of our control. This could limit the amount of NOLs that we can utilize annually to offset future taxable income or tax liabilities. Subsequent ownership changes and changes to the U.S. tax rules in respect of the utilization of NOLs may further affect the limitation in future years.

There is also a risk that due to federal or state regulatory changes, such as suspensions on the use of NOLs, our existing NOLs could expire or otherwise be unavailable to offset future income tax liabilities.

Changes in our effective tax rate or tax liability may have an adverse effect on our results of operations.

We are, and expect to continue to be, subject to review and audit by the U.S. Internal Revenue Service, or the IRS, and other tax authorities in various domestic and foreign jurisdictions. As a result, we may receive assessments in multiple jurisdictions on various tax-related assertions. Taxing authorities may challenge our tax positions and methodologies on various matters, including our positions regarding the collection of sales and use taxes and the jurisdictions in which we are subject to taxes, which could expose us to additional taxes. We assess the likelihood of adverse outcomes resulting from any ongoing tax examinations to determine the adequacy of our provision for income taxes. These assessments can require considerable judgments and estimates. The calculation of our tax liabilities involves uncertainties in the application of complex tax laws and regulations in a variety of jurisdictions. There can be no assurance that our tax positions and methodologies or calculation of our tax liabilities are accurate or that the outcomes from tax examinations will not have an adverse effect on our financial condition and results of operations. A difference in the ultimate resolution of tax uncertainties from what is currently estimated could adversely affect our financial condition and results of operations.

Taxing authorities may successfully assert that we should have collected or in the future should collect sales and use, value added or similar taxes and we could be subject to liability with respect to past or future sales, which could adversely affect our results of operations.

We collect sales tax in a number of jurisdictions. Sales and use, value added and similar tax laws and rates vary greatly by jurisdiction. Certain jurisdictions in which we do not collect such taxes may assert that such taxes are applicable, which could result in tax assessments, penalties and interest, and we may be required to collect such taxes in the future. Such tax assessments, penalties, interest or future requirements would adversely affect our financial condition and results of operations.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.

Generally accepted accounting principles in the United States, or GAAP, are subject to interpretation by the Financial Accounting Standards Board, or FASB, the SEC and other various bodies formed to promulgate and interpret appropriate accounting principles. Changes in accounting principles applicable to us, or varying interpretations of current accounting principles, in particular with respect to revenue recognition, could have a

significant effect on our reported results of operations and could affect the reporting of transactions completed before the announcement of the change. Further, any difficulties in the implementation of changes in accounting principles, including the ability to modify our accounting systems, could cause us to fail to meet our financial reporting obligations, which could result in regulatory discipline and harm investors' confidence in us.

If our estimates or judgments relating to our critical accounting policies prove to be incorrect, our results of operations could be adversely affected.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in our financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as described in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations." The results of these estimates form the basis for making judgments about the recognition and measurement of certain assets and liabilities and revenue and expenses that is not readily apparent from other sources. Our accounting policies that involve judgment include standalone selling prices, or SSP, for each distinct performance obligation, capitalized internal-use software costs, expected period of benefit for deferred commissions, valuation of our common stock, stock-based compensation, determination of allowance for doubtful accounts and accounting for income taxes. If our assumptions change or if actual circumstances differ from those in our assumptions, our results of operations could be adversely affected, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the market price of our common stock.

As a result of being a public company, we will be obligated to develop and maintain proper and effective internal control over financial reporting, and any failure to maintain the adequacy of these internal controls may adversely affect investor confidence in our company and, as a result, the value of our common stock.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, and the listing standards of . Our management and other personnel devote a substantial amount of time to compliance with these requirements. Moreover, these laws, regulations and standards are subject to varying interpretations and their application in practice may evolve over time as regulatory and governing bodies issue revisions to, or new interpretations of, these public company requirements. Such changes could result in continuing uncertainty regarding compliance matters and higher legal and financial costs necessitated by ongoing revisions to disclosure and governance practices. We will continue to invest resources to comply with evolving laws, regulations and standards and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be adversely affected.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we will file with the SEC is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Exchange Act is accumulated and communicated to our principal executive and financial officers. We are also continuing to improve our internal control over financial reporting. We have expended, and anticipate that we will continue to expend, significant resources in order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting.

Our current controls and any new controls that we develop may become inadequate because of changes in the conditions in our business, including increased complexity resulting from any international expansion.

Further, weaknesses in our disclosure controls or our internal control over financial reporting may be discovered in the future. Any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting could also adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that we will eventually be required to include in our periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely adversely affect the market price of our common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on . We are not currently required to comply with the SEC rules that implement Section 404 of the Sarbanes-Oxley Act and are therefore not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. As a public company, we will be required to provide an annual management report on the effectiveness of our internal control over financial reporting commencing with our second annual report on Form 10-K.

Our independent registered public accounting firm is not required to formally attest to the effectiveness of our internal control over financial reporting until after we are no longer an "emerging growth company." At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed or operating. Any failure to maintain effective disclosure controls and internal control over financial reporting could have an adverse effect on our business, financial condition and results of operations, and could cause a decline in the market price of our common stock.

Operating as a public company will require us to incur substantial costs and will require substantial management attention.

As a public company, we will incur substantial legal, accounting and other expenses that we did not incur as a private company. For example, we are subject to the reporting requirements of the Exchange Act, the applicable requirements of the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the rules and regulations of the SEC and the listing standards of . The Exchange Act requires, among other things, we file annual, quarterly and current reports with respect to our business, financial condition and results of operations. Compliance with these rules and regulations will increase our legal and financial compliance costs, and increase demand on our systems, particularly after we are no longer an "emerging growth company." In addition, as a public company, we may be subject to stockholder activism, which can lead to additional substantial costs, distract management and impact the manner in which we operate our business in ways we cannot currently anticipate. As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which may result in threatened or actual litigation, including by competitors.

Certain members of our management team have limited experience managing a publicly traded company, and certain members joined us more recently. As such, our management team may not successfully or efficiently manage our transition to being a public company subject to significant regulatory oversight and reporting obligations under the federal securities laws and the continuous scrutiny of securities analysts and investors. These new obligations and constituents will require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business, financial condition and results of operations.

Risks Related to Ownership of Our Common Stock

We are an "emerging growth company" and the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies," including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. As an "emerging growth company," we are also allowed to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. As a result, our financial statements may not be comparable to those of companies that comply with new or revised accounting pronouncements as of public company effective dates. We have elected to take advantage of this extended transition period under the JOBS Act with respect to Accounting Standards Update 2016-02, *Leases (Topic 842)*, which establishes a principle for recognition of assets and liabilities from leasing arrangements. Any difficulties in implementing these pronouncements could cause us to fail to meet our financial reporting obligations, which could result in regulatory discipline and harm investors' confidence in us. We may take advantage of these exemptions for so long as we are an "emerging growth company," which could be for as long as five full fiscal years following the completion of this offering. We cannot predict if investors will find our common stock less attractive because we will rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and the market price of our common stock may be more volatile.

Upon the completion of this offering, our executive officers, directors and holders of 5% or more of our common stock will collectively beneficially own approximately % of the outstanding shares of our common stock and continue to have substantial control over us, which will limit your ability to influence the outcome of important transactions, including a change in control.

Upon the completion of this offering, our executive officers, directors and our stockholders who own 5% or more of our outstanding common stock and their affiliates, in the aggregate, will beneficially own approximately % of the outstanding shares of our common stock, based on the number of shares outstanding as of and assuming no exercise of the underwriters' option to purchase additional shares of our common stock. As a result, these stockholders, if acting together, will be able to influence or control matters requiring approval by our stockholders, including the election of directors and the approval of mergers, acquisitions or other extraordinary transactions. They may also have interests that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. This concentration of ownership may have the effect of delaying, preventing or deterring a change in control of our company, could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company, and might ultimately affect the market price of our common stock.

An active trading market for our common stock may never develop or be sustained.

We intend to apply to list our common stock on under the symbol " ". However, we cannot assure you that an active trading market for our common stock will develop on that exchange or elsewhere or, if developed, that any market will be sustained. Accordingly, we cannot assure you of the likelihood that an active trading market for our common stock will develop or be maintained, the liquidity of any trading market, your ability to sell your shares of our common stock when desired or the prices that you may obtain for your shares.

The market price of our common stock may be volatile, and you could lose all or part of your investment.

Prior to this offering, there has been no public market for shares of our common stock. The initial public offering price of our common stock will be determined through negotiation among us and the underwriters. This price will not necessarily reflect the price at which investors in the market will be willing to buy and sell shares of our common stock following this offering. In addition, the market price of our common stock following this offering is likely to be volatile and could be subject to fluctuations in response to various factors, some of which are beyond our control. These fluctuations could cause you to lose all or part of your investment in our common stock since you might be unable to sell your shares at or above the price you paid in this offering. Factors that could cause fluctuations in the market price of our common stock include the following:

- price and volume fluctuations in the overall stock market from time to time;
- volatility in the market prices and trading volumes of technology stocks;
- changes in operating performance and stock market valuations of other technology companies generally, or those in our industry in particular;
- sales of shares of our common stock by us or our stockholders, as well as the anticipation of lock-up releases;
- failure of securities analysts to maintain coverage of us, changes in financial estimates by securities analysts who follow our company or our failure to meet these estimates or the expectations of investors;
- the financial projections we may provide to the public, any changes in those projections or our failure to meet those projections;
- announcements by us or our competitors of new offerings or platform features;
- the public's reaction to our press releases, other public announcements and filings with the SEC;
- rumors and market speculation involving us or other companies in our industry;
- short selling of our common stock or related derivative securities;
- actual or anticipated changes in our results of operations or fluctuations in our results of operations;
- actual or anticipated developments in our business, our competitors' businesses or the competitive landscape generally;
- announced or completed acquisitions of businesses, offerings or technologies by us or our competitors;
- developments or disputes concerning our intellectual property or other proprietary rights;
- litigation involving us, our industry, or both, or investigations by regulators into our operations or those of our competitors;
- new laws, regulations, rules or industry standards or new interpretations of existing laws, regulations, rules or industry standards applicable to our business;
- changes in accounting standards, policies, guidelines, interpretations or principles;
- any significant change in our management; and
- general economic conditions and slow or negative growth of our markets.

In addition, if the market for technology stocks or the stock market in general experiences a loss of investor confidence, the market price of our common stock could decline for reasons unrelated to our business, financial condition or results of operations. The market price of our common stock might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. In the past, following periods of volatility in the overall market and the market price of a particular company's securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, would result in substantial costs and a diversion of our management's attention and resources.

A substantial portion of the outstanding shares of our common stock after this offering will be restricted from immediate resale but may be sold on a stock exchange in the near future. The large number of shares eligible for public sale or subject to rights requiring us to register them for public sale could depress the market price of our common stock.

The market price of our common stock could decline as a result of sales of a large number of shares of our common stock in the market after this offering, and the perception that these sales could occur may also depress the market price of our common stock. Based on shares of our common stock (after giving effect to the Capital Stock Conversion) outstanding as of , we will have shares of our common stock outstanding following the completion of this offering, assuming no exercise of the underwriters' option to purchase additional shares of our common stock. Our executive officers, directors and the holders of substantially all of our capital stock and securities convertible into or exchangeable for our capital stock have entered into lock-up agreements with the underwriters under which they have agreed, subject to specific exceptions, not to, without the prior written consent of , on behalf of the underwriters, dispose of or hedge any of our common stock for days following the date of this prospectus. We refer to such period as the restricted period. When the restricted period in the lock-up agreements expires, our locked-up security holders will be able to sell their shares of common stock in the public market. See the section titled "Shares Eligible for Future Sale" for additional information.

As a result of these agreements and the provisions of our amended and restated investors' rights agreement, dated as of May 19, 2020, or IRA, described further in the section titled "Description of Capital Stock—Registration Rights," and subject to the provisions of Rule 144 or Rule 701, shares of our common stock will be available for sale in the public market as follows:

- beginning on the date of this prospectus, all shares of our common stock sold in this offering will be immediately available for sale in the public market; and
- beginning days after the date of this prospectus (subject to the terms of the lock-up agreements described above), the remainder of the shares of our common stock will be eligible for sale in the public market from time to time thereafter, subject in some cases to the volume and other restrictions of Rule 144, as described below.

Upon the completion of this offering, stockholders owning an aggregate of up to shares of our common stock will be entitled, under our IRA, to require us to register shares owned by them for public sale in the United States. In addition, we intend to file a registration statement to register shares reserved for future issuance under our equity compensation plans. Upon effectiveness of that registration statement, subject to the satisfaction of applicable exercise periods and the expiration or waiver of the lock-up agreements referred to above, the shares issued upon exercise of outstanding stock options will be available for immediate resale in the United States in the open market.

Sales of our common stock as restrictions end or pursuant to registration rights may make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. These sales also could cause the market price of our common stock to fall and make it more difficult for you to sell shares of our common stock.

Sales, directly or indirectly, of shares of our common stock by existing equityholders could cause the market price of our common stock to decline.

Sales, directly or indirectly, of a substantial number of shares of our common stock, or the public perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. Many of our existing equityholders have substantial unrecognized gains on the value of the equity they hold, and may take, or attempt to take, steps to sell, directly or indirectly, their shares or otherwise secure, or limit the risk to, the value of their unrecognized gains on those shares.

While our executive officers, directors and the holders of substantially all of our capital stock and securities convertible into or exchangeable for our capital stock have entered into lock-up agreements with the underwriters, sales, short sales or hedging transactions involving our equity securities, whether before or after the completion of this offering and whether or not we believe them to be prohibited, could adversely affect the market price of our common stock. Further, record holders of our securities are typically the parties to the lock-up agreements, while holders of beneficial interests in our shares who are not also record holders in respect of such shares are not typically subject to any such agreements or other similar restrictions. Accordingly, we believe that holders of beneficial interests who are not record holders and are not bound by lock-up agreements could enter into transactions with respect to those beneficial interests that negatively impact the market price of our common stock. In addition, to the extent an equityholder does not comply with or the underwriters are unable to enforce the terms of a lock-up agreement, such equityholder may be able to sell, short sell, transfer, hedge, pledge or otherwise dispose of or attempt to sell, short sell, transfer, hedge, pledge or otherwise dispose of, their equity interests at any time after the completion of this offering, which could negatively impact the market price of our common stock.

If you purchase our common stock in this offering, you will incur immediate and substantial dilution.

The initial public offering price of $ per share is substantially higher than the pro forma as adjusted net tangible book value per share of our outstanding common stock of $ per share as of . Investors purchasing shares of our common stock in this offering will pay a price per share that substantially exceeds the book value of our tangible assets after subtracting our liabilities. Therefore, if you purchase common stock in this offering, you will incur immediate dilution of $ per share in the net tangible book value per share from the price you paid.

This dilution is due in large part to the fact that our earlier investors paid substantially less than the initial public offering price when they purchased shares prior to this offering. In addition, as of , stock options to purchase shares of our common stock with a weighted-average exercise price of $ per share were outstanding under our equity compensation plans and warrants to purchase shares of our common stock with a weighted-average exercise price of $ per share were also outstanding. The exercise of any of these stock options or warrants would result in additional dilution. As a result of the dilution to investors purchasing shares in this offering, investors may receive less than the purchase price paid in this offering, if anything, in the event of our liquidation. See the section titled “Dilution” for additional information.

The issuance of additional stock in connection with financings, acquisitions, investments, our equity compensation plans or otherwise will dilute all other stockholders.

Our amended and restated certificate of incorporation that will be in effect upon the completion of this offering authorizes us to issue up to shares of common stock and up to shares of preferred stock with such rights and preferences as may be determined by our board of directors. Subject to compliance with applicable rules and regulations, we may issue shares of common stock or securities convertible into shares of our common stock from time to time in connection with a financing, acquisition, investment, our equity compensation plans or otherwise. Any such issuance could result in substantial dilution to our existing stockholders and cause the market price of our common stock to decline.

We have broad discretion over the use of the net proceeds from this offering and we may not use them effectively.

We cannot specify with any certainty the particular uses of the net proceeds that we will receive from this offering. Our management will have broad discretion in the application of the net proceeds from this offering, including for any of the purposes described in the section titled “Use of Proceeds,” and you will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this

offering, their ultimate use may vary substantially from their currently intended use. The failure by our management to apply these proceeds effectively could adversely affect our business, financial condition and results of operations. Pending their use, we may invest our proceeds in a manner that does not produce income or that loses value. Our investments may not yield a favorable return to our investors and may negatively impact the market price of our common stock.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer or proxy contest difficult, thereby depressing the market price of our common stock.

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law may discourage, delay or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the date of the transaction in which the person became an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon the completion of this offering will contain provisions that may make the acquisition of our company more difficult, including the following:

- our board of directors will be classified into three classes of directors with staggered three-year terms, and directors will only be able to be removed from office for cause;
- certain amendments to our amended and restated certificate of incorporation will require the approval of at least 66 2/3% of our then-outstanding common stock;
- our stockholders will only be able to take action at a meeting of stockholders and will not be able to take action by written consent for any matter;
- our amended and restated certificate of incorporation will not provide for cumulative voting;
- vacancies on our board of directors will be able to be filled only by our board of directors and not by stockholders;
- a special meeting of our stockholders may only be called by the chairperson of our board of directors, our Chief Executive Officer or a majority of our board of directors;
- certain litigation against us can only be brought in Delaware;
- our amended and restated certificate of incorporation authorizes undesignated preferred stock, the terms of which may be established and shares of which may be issued without further action by our stockholders; and
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders.

These provisions, alone or together, could discourage, delay or prevent a transaction involving a change in control of our company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could limit the opportunity for our stockholders to receive a premium for their shares of our common stock and could also affect the price that some investors are willing to pay for our common stock.

Our amended and restated bylaws will designate a state or federal court located within the State of Delaware and the federal district courts of the United States as the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated bylaws, which will become effective immediately prior to the completion of this offering, will provide that, unless we consent in writing to the selection of an alternative forum, to the fullest

extent permitted by law, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action arising pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws or (iv) any other action asserting a claim that is governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware), in all cases subject to the court having jurisdiction over indispensable parties named as defendants. Our amended and restated bylaws further provide that the federal district courts of the United States will be the exclusive forum for resolving any complaints asserting a cause of action arising under the Securities Act of 1933, as amended, or the Securities Act.

Any person or entity purchasing or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to this provision. This exclusive-forum provision may limit a stockholder's ability to bring a claim in a judicial forum of its choosing for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. This exclusive forum provision will not apply to any causes of action arising under the Securities Act or the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Further, the enforceability of similar choice of forum provisions in other companies' charter documents has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. While the Delaware Supreme Court has recently upheld provisions of the certificates of incorporation of other Delaware corporations that are similar to this forum provision, a court of a state other than the State of Delaware could decide that such provisions are not enforceable under the laws of that state. If a court were to find either exclusive-forum provision in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our results of operations.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about us, our business or our market, or if they change their recommendations regarding our common stock adversely, the market price and trading volume of our common stock could decline.

The trading market for our common stock will depend, in part, on the research and reports that securities or industry analysts publish about us, our business, our market or our competitors. The analysts' estimates are based upon their own opinions and are often different from our estimates or expectations. If any of the analysts who cover us change their recommendation regarding our common stock adversely, provide more favorable relative recommendations about our competitors or publish inaccurate or unfavorable research about our business, the market price of our common stock would likely decline. If few securities analysts commence coverage of us, or if one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets and demand for our securities could decrease, which could cause the market price and trading volume of our common stock to decline.

We do not intend to pay dividends for the foreseeable future.

We have never declared nor paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future. Additionally, our ability to pay cash dividends on our common stock is limited by restrictions under the terms of the Credit Facility. As a result, stockholders must rely on sales of their common stock after price appreciation, if any, as the only way to realize any future gains on their investment in our common stock.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “would,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. Forward-looking statements contained in this prospectus include statements about:

- our future financial performance, including our expectations regarding our revenue, cost of revenue, operating expenses, our ability to determine reserves and our ability to achieve and maintain future profitability;
- the sufficiency of our cash, cash equivalents and short-term investments to meet our liquidity needs;
- the demand for our products and services or for data management solutions in general;
- our ability to attract and retain users and partners;
- our ability to develop new products and features and bring them to market in a timely manner and make enhancements to our offerings;
- our ability to compete with existing and new competitors in existing and new markets and offerings;
- the impact of the COVID-19 pandemic and associated economic downturn on our business and results of operations;
- our expectations regarding the effects of existing and developing laws, rules, regulations and other legal obligations, including with respect to taxation and data privacy and security;
- our ability to manage risk associated with our business;
- our expectations regarding new and evolving markets;
- our ability to maintain, develop and protect our brand;
- our ability, and our customers’ and our third-party service providers’ ability, to maintain the security and availability to each of our technological and physical infrastructures;
- our expectations and management of future growth;
- our expectations concerning relationships with third parties;
- our ability to obtain, maintain, defend and enforce our intellectual property;
- our use of third-party open source software in our solutions and the availability of portions of our source code on an open source basis;
- our ability to successfully acquire and integrate companies and assets;
- the increased expenses associated with being a public company; and
- our anticipated uses of net proceeds from this offering.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this prospectus.

We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. The outcome of the events described in these forward-looking

statements is subject to risks, uncertainties and other factors, including those described in the section titled “Risk Factors” and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

Neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. Moreover, the forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement of which this prospectus forms a part with the understanding that our actual future results, levels of activity, performance and achievements may be different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

INDUSTRY, MARKET AND OTHER DATA

Unless otherwise indicated, estimates and information contained in this prospectus concerning our industry and the market in which we operate, including our general expectations, market position, market opportunity and market size, are based on industry publications and reports generated by third-party providers, other publicly available studies and our internal sources and estimates. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. Although we are responsible for all of the disclosure contained in this prospectus and we believe the information from the industry publications and other third-party sources included in this prospectus is reliable, we have not independently verified the accuracy or completeness of the data contained in such sources. The content of, or accessibility through, the below sources and websites, except to the extent specifically set forth in this prospectus, does not constitute a portion of this prospectus and is not incorporated herein and any website address in this prospectus is an inactive textual reference only.

The sources of the statistical data, estimates and market and industry data contained in this prospectus are identified by superscript notations and are provided below:

- IDC, Semiannual Software Tracker, 2020H1 Forecast Release, November 12, 2020.

The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled “Risk Factors” and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of shares of our common stock in this offering will be approximately $, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters' option to purchase additional shares of our common stock from us is exercised in full, we estimate that the net proceeds to us would be approximately $, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease the net proceeds that we receive from this offering by approximately $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions payable by us. Similarly, each increase or decrease of 1.0 million in the number of shares of our common stock offered by us would increase or decrease the net proceeds that we receive from this offering by approximately $, assuming the assumed initial public offering price remains the same and after deducting the estimated underwriting discounts and commissions payable by us.

The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock and enable access to the public equity markets for us and our stockholders.

We intend to use the net proceeds we receive from this offering for general corporate purposes, including working capital, operating expenses and capital expenditures. We may use some of the net proceeds we receive from this offering to repay all or a portion of the outstanding debt under the Credit Facility. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Revolving Line of Credit" for more information on the Credit Facility. Additionally, we may use a portion of the net proceeds we receive from this offering to acquire or invest in businesses, products, services or technologies. However, we do not have agreements or commitments for any material acquisitions or investments at this time.

We cannot further specify with certainty the particular uses of the net proceeds that we will receive from this offering. Accordingly, we will have broad discretion in using these proceeds. Pending the use of proceeds from this offering as described above, we may invest the net proceeds that we receive in this offering in short-term, investment grade, interest-bearing instruments.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings and do not expect to pay any dividends in the foreseeable future. Any future determination to declare cash dividends will be made at the discretion of our board of directors, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions and other factors that our board of directors may deem relevant. In addition, the terms of the Credit Facility place certain limitations on the amount of cash dividends we can pay, even if no amounts are currently outstanding.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and short-term investments, as well as our capitalization, as of as follows:

- on an actual basis;
- on a pro forma basis, giving effect to (i) the Capital Stock Conversion, as if such conversion had occurred on and (ii) the filing and effectiveness of our amended and restated certificate of incorporation in Delaware that will become effective immediately prior to the completion of this offering; and
- on a pro forma as adjusted basis, giving effect to (i) the pro forma adjustments set forth above and (ii) the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma as adjusted information set forth in the table below is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with our consolidated financial statements and related notes and the sections titled “Selected Consolidated Financial and Other Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” that are included elsewhere in this prospectus.

	As of		
	Actual	Pro Forma	Pro Forma as Adjusted(1)
	(in thousands, except share and per share data)		
Cash, cash equivalents and short-term investments	$	$	$
Redeemable convertible preferred stock, par value $0.00001 per share: shares authorized, issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted			
Stockholders’ equity (deficit):			
Preferred stock, par value $0.00001 per share: no shares authorized, issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted			
Common stock, par value $0.00001 per share: shares authorized, shares issued and outstanding, actual; shares authorized, shares issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma as adjusted			
Additional paid-in capital			
Accumulated other comprehensive loss			
Accumulated deficit			
Total stockholders’ equity (deficit)			
Total capitalization	$	$	$

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease the amount of our pro forma as adjusted cash, cash equivalents and short-term investments, additional paid-in capital, total stockholders’ equity (deficit) and total capitalization

by $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions payable by us. An increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable, the amount of our pro forma as adjusted cash, cash equivalents and short-term investments, additional paid-in capital, total stockholders' equity and total capitalization by $, assuming the assumed initial public offering price remains the same, and after deducting estimated underwriting discounts and commissions payable by us.

If the underwriters' option to purchase additional shares of our common stock from us were exercised in full, pro forma as adjusted cash, cash equivalents and short-term investments, additional paid-in capital, total stockholders' equity, total capitalization and shares outstanding as of would be $, $, $, $ and , respectively.

The pro forma and pro forma as adjusted columns in the table above are based on shares of our common stock (after giving effect to the Capital Stock Conversion) outstanding as of and exclude the following:

- shares of our common stock issuable upon the exercise of options to purchase shares of our common stock outstanding as of , with a weighted-average exercise price of $ per share;
- shares of our common stock issuable upon the exercise of options to purchase shares of our common stock granted after , with a weighted-average exercise price of $ per share;
- shares of our common stock issuable upon the exercise of warrants to purchase common stock outstanding as of , with an exercise price of $ per share;
- shares of our common stock reserved for future issuance under our equity compensation plans, consisting of:
  - shares of our common stock to be reserved for future issuance under our 2021 Plan, which will become effective prior to the completion of this offering;
  - shares of our common stock reserved for future issuance under our 2018 Plan, as of , which number of shares will be added to the shares of our common stock to be reserved for future issuance under our 2021 Plan upon its effectiveness, at which time we will cease granting awards under our 2018 Plan; and
  - shares of our common stock to be reserved for future issuance under our ESPP, which will become effective prior to the completion of this offering.

Our 2021 Plan and our ESPP each provide for annual automatic increases in the number of shares of our common stock reserved thereunder, and our 2021 Plan provides for increases to the number of shares that may be granted thereunder based on shares under our 2018 Plan or our 2008 Plan that expire, are tendered to or withheld by us for payment of an exercise price or for satisfying tax withholding obligations or are forfeited or otherwise repurchased by us, as more fully described in the section titled "Executive Compensation—Employee Benefit and Stock Plans."

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock immediately after this offering. Dilution in pro forma as adjusted net tangible book value per share to new investors represents the difference between the amount per share paid by purchasers of shares of our common stock in this offering and the pro forma as adjusted net tangible book value per share of our common stock immediately after completion of this offering.

Net tangible book value per share is determined by dividing our total tangible assets less our total liabilities and redeemable convertible preferred stock by the number of shares of our common stock outstanding. Our historical net tangible book value as of was $, or $ per share. Our pro forma net tangible book value as of was $, or $ per share, based on the total number of shares of our common stock outstanding as of , after giving effect to the Capital Stock Conversion.

After giving effect to the sale by us of shares of our common stock in this offering at the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of would have been $, or $ per share. This represents an immediate increase in pro forma net tangible book value of $ per share to our existing stockholders and an immediate dilution in pro forma as adjusted net tangible book value of $ per share to investors purchasing shares of our common stock in this offering at the assumed initial public offering price. The following table illustrates this dilution:

Assumed initial public offering price per share		$
Historical net tangible book value per share as of	$	
Increase per share attributable to the pro forma adjustments described above		
Pro forma net tangible book value per share as of		
Increase in pro forma net tangible book value per share attributable to new investors purchasing shares of common stock in this offering		
Pro forma as adjusted net tangible book value per share immediately after this offering		
Dilution in pro forma as adjusted net tangible book value per share to new investors in this offering		$

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, our pro forma as adjusted net tangible book value per share to new investors by $, and would increase or decrease, as applicable, dilution per share to new investors purchasing shares of common stock in this offering by $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 1.0 million shares in the number of shares of our common stock offered by us would increase or decrease, as applicable, our pro forma as adjusted net tangible book value by approximately $ per share and increase or decrease, as applicable, the dilution to new investors purchasing shares of common stock in this offering by $ per share, assuming the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters' option to purchase additional shares of our common stock from us is exercised in full, the pro forma as adjusted net tangible book value per share of our common stock, as adjusted to give effect to

this offering, would be $ per share, and the dilution in pro forma as adjusted net tangible book value per share to new investors purchasing shares of common stock in this offering would be $ per share.

The following table presents, as of , after giving effect to the Capital Stock Conversion, the differences between the existing stockholders and the new investors purchasing shares of our common stock in this offering with respect to the number of shares purchased from us, the total consideration paid or to be paid to us, which includes net proceeds received from the issuance of our common stock and the average price per share paid or to be paid to us at the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders		%	$	%	$
New investors					$
Total		100%	$	100%	

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the total consideration paid by new investors and total consideration paid by all stockholders by $, assuming that the number of shares of our common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 1.0 million in the number of shares of our common stock offered by us would increase or decrease the total consideration paid by new investors and total consideration paid by all stockholders by $, assuming the assumed initial public offering price remains the same and after deducting the estimated underwriting discounts and commissions payable by us.

Except as otherwise indicated, the above discussion and tables assume no exercise of the underwriters' option to purchase additional shares of our common stock from us. If the underwriters' option to purchase additional shares of our common stock were exercised in full, our existing stockholders would own % and our new investors would own % of the total number of shares of our common stock outstanding upon the completion of this offering.

The number of shares of our common stock that will be outstanding after this offering is based on shares of our common stock (after giving effect to the Capital Stock Conversion) outstanding as of , and excludes:

- shares of our common stock issuable upon the exercise of options to purchase shares of our common stock outstanding as of , with a weighted-average exercise price of $ per share;
- shares of our common stock issuable upon the exercise of options to purchase shares of our common stock granted after , with a weighted-average exercise price of $ per share;
- shares of our common stock issuable upon the exercise of warrants to purchase common stock outstanding as of , with an exercise price of $ per share;
- shares of our common stock reserved for future issuance under our equity compensation plans, consisting of:
  - shares of our common stock to be reserved for future issuance under our 2021 Plan, which will become effective prior to the completion of this offering;

- shares of our common stock reserved for future issuance under our 2018 Plan, as of , which number of shares will be added to the shares of our common stock to be reserved for future issuance under our 2021 Plan upon its effectiveness, at which time we will cease granting awards under our 2018 Plan; and
- shares of our common stock to be reserved for future issuance under our ESPP, which will become effective prior to the completion of this offering.

Our 2021 Plan and our ESPP each provide for annual automatic increases in the number of shares of our common stock reserved thereunder, and our 2021 Plan provides for increases to the number of shares that may be granted thereunder based on shares under our 2018 Plan or our 2008 Plan that expire, are tendered to or withheld by us for payment of an exercise price or for satisfying tax withholding obligations or are forfeited or otherwise repurchased by us, as more fully described in the section titled "Executive Compensation—Employee Benefit and Stock Plans."

To the extent that any outstanding options to purchase our common stock or warrants are exercised or new awards are granted under our equity compensation plans, there will be further dilution to investors participating in this offering.

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

The following selected consolidated statements of operations data for the years ended January 31, 2020 and 2021 and the consolidated balance sheet data as of January 31, 2020 and 2021 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future. You should read the following selected consolidated financial and other data below in conjunction with the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year Ended January 31,	
	2020	2021
	(in thousands, except per share data)	
Revenue:		
Subscription	$ 76,600	$
Services	5,921	
Total revenue	82,521	
Cost of revenue:		
Subscription(1)	3,446	
Services(1)	4,356	
Total cost of revenue	7,802	
Gross profit	74,719	
Operating expenses:		
Research and development(1)	31,672	
Sales and marketing(1)	57,829	
General and administrative(1)	15,561	
Total operating expenses	105,062	
Loss from operations	(30,343)	
Interest expense	(4,657)	
Other income (expense), net	6,509	
Loss before income taxes	(28,491)	
Provision for income taxes	766	
Net loss	$ (29,257)	$
Net loss per share attributable to common stockholders, basic and diluted(2)	$ (2.13)	$
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted(2)	13,723	
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)(2)	$ (0.48)	$
Weighted-average shares used in computing pro forma net loss per share attributable to common, basic and diluted (unaudited)(2)	61,383	

(1) Includes stock-based compensation expense as follows:

	Year Ended January 31,	
	2020	2021
	(in thousands)	
Cost of revenue—subscription	$ 54	$
Cost of revenue—services	22	
Research and development	1,080	
Sales and marketing	920	
General and administrative	1,342	
Total stock-based compensation expense	$ 3,418	$

(2) See Notes 2 and 13 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the calculations of our basic and diluted net loss per share attributable to common stockholders, pro forma net loss per share attributable to common stockholders and the weighted-average shares used computing of the per share amounts.

	As of January 31,	
	2020	2021
	(in thousands)	
Consolidated Balance Sheet Data:		
Cash and cash equivalents	$ 18,224	$
Working capital (deficit)(1)	(12,153)	
Total assets	67,742	
Deferred revenue, current and noncurrent	60,929	
Long-term debt(2)	49,282	
Redeemable convertible preferred stock	155,506	
Total stockholders' deficit	(213,216)	

(1) Working capital (deficit) is defined as current assets less current liabilities.
(2) See Note 6 to our consolidated financial statements included elsewhere in this prospectus for more information.

Key Business Metrics

We review a number of operating and financial metrics, including the following key business metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans and make strategic decisions.

Annual Recurring Revenue

	As of January 31,	
	2020	2021
	(in thousands)	
ARR	$	$

See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue" for information about how we calculate ARR.

Dollar-Based Net Retention Rate

	As of January 31,	
	2020	2021
Dollar-based net retention rate	%	%

See the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Dollar-Based Net Retention Rate” for information about how we calculate dollar-based net retention rate.

Customers

	As of January 31,	
	2020	2021
Customers		

See the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Customers” for information about how we calculate the number of customers.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the section titled "Selected Consolidated Financial and Other Data" and the consolidated financial statements and related notes thereto included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Factors that could cause or contribute to such differences include those identified below and those discussed in the section titled "Risk Factors" and other parts of this prospectus. Our historical results are not necessarily indicative of the results that may be expected for any period in the future. The last day of our fiscal year is January 31. Our fiscal years ended January 31, 2020 and 2021 are referred to herein as fiscal 2020 and fiscal 2021, respectively.

Overview

Our mission is to empower enterprises to build, manage and operate modern mission-critical applications at the highest scale and performance. Couchbase provides a leading enterprise-class, multi-cloud to edge, NoSQL database. Enterprises rely on Couchbase to power the core applications their businesses depend on, for which there is no tolerance for disruption or downtime. Our database is versatile and works in multiple configurations, from cloud to multi- or hybrid-cloud to on-premise environments to the edge, and can be run by the customer or managed by us. We have architected our database on the next-generation flexibility of NoSQL, embodying a "not only SQL" approach. We combine the schema flexibility unavailable with legacy databases with the power and familiarity of the SQL query language, the *lingua franca* of database programming, into a single, unified platform. Our platform provides a powerful database that serves the needs of both enterprise architects and application developers.

We built Couchbase for the most important, mission-critical applications for the largest enterprises, with the highest performance, reliability, scalability and agility requirements. Any compromise of these requirements could cause these applications to fail—stopping or delaying package delivery for shipping companies, interrupting reservations for travel companies or causing product shortages in stores for retailers. We have spent over a decade building a platform architected to solve our customers' most difficult database challenges, from scale to flexibility to deployment. This includes enabling Couchbase to not just simply run in the cloud, but to run anywhere from public clouds to hybrid environments and even all the way to the edge, in truly distributed environments with flexibility in and between those environments. Combined with our performance at scale, we believe this power enables customers to run their most important applications with the effectiveness they require, with the efficiency they desire and in the modern infrastructure environments they demand.

With nearly every aspect of our lives being transformed by digital innovation, enterprises are charged with building applications that enable delightful and meaningful customer experiences. Enterprises are increasingly reliant on applications, and applications in turn rely on databases to store, retrieve and operationalize data into action. Today, applications are operating at a scale, speed and dynamism unheard of just a decade ago. There is an increasing diversity of application types, modalities and delivery and consumption models, and the volume, velocity and variety of data on which applications rely is growing at an exponential rate. Consequently, the demand on enterprises and their databases is growing exponentially. These trends are poised to continue, applying increasing urgency for enterprises to digitally transform. Indeed, digital transformation has become both a strategic imperative and a competitive necessity for enterprises seeking to thrive in a data-driven world.

We designed Couchbase to give enterprises a database for the modern cloud world, overcoming the limitations of legacy database technologies and enabling the high performance, reliability, scalability and agility required by enterprises to deliver their mission-critical applications. We facilitate a seamless transition for our customers from legacy relational databases to our modern NoSQL platform resulting in better application scalability, user experience and security at the pace that works for them. We believe that both enterprise architects and application developers are key to initiating the transition away from legacy database technologies and that we are uniquely positioned and architected to serve both.

Since our inception, we have achieved several key milestones which have driven our growth:

2011

- Created as a next-generation, cloud-native, open source database company with the merger of Membase and CouchOne

2012

- Established as one of the first multi-modal enterprise NoSQL databases combining a pure key-value database with a JSON document-oriented database

2013

- Began supporting multi- and hybrid-cloud deployments with advancements around built-in Cross Data Center Replication, or XDCR

2014

- Launched Couchbase Mobile, making us one of the first distributed NoSQL databases, enabling cloud to edge deployments and mobile applications

2015

- Introduced Multi-Dimensional Scaling, or MDS, to enable independent, cloud-native scaling of services (index, query, data, etc.) with containers to reduce operational complexity and lower TCO

2016

- Released significant enhancements to the Couchbase platform to make it easier for users to introduce N1QL into their existing architectures with complex query requirements

2017

- Introduced support for full-text search to improve development productivity, reduce operational complexity and eliminate the need for a separate third-party search engine

2018

- Introduced the operational analytics service to enable real-time analysis of operational data without the need to export data into a separate analytical system
- Introduced the eventing service to enable application developers to develop, deploy, debug and maintain data-driven business logic from a centralized platform

2019

- Enabled full system of record application deployments with the support of distributed Multi-Document ACID transactions without compromising performance and scale

2020

- Launched Couchbase Cloud, a fully-managed DBaaS offering, including multi-cloud management capabilities

We sell our platform through our direct sales force and our growing ecosystem of partners. Our platform is broadly accessible to a wide range of enterprises, as well as governments and organizations. We have customers in a range of industries, including retail and e-commerce, travel and hospitality, financial services and insurance, software and technology, gaming, media and entertainment and industrials. We focus our selling efforts on the largest global enterprises with the most complex data requirements, and we have introduced a new cloud-based managed offering for enterprises looking for a turnkey version of our platform.

We have achieved significant growth over our operating history. For fiscal 2020 and 2021, our revenue was $82.5 million and $ million, respectively, representing year-over-year growth of %. ARR was $ million and $ million, respectively, representing year-over-year growth of %. Over the same periods, our net loss was $29.3 million and $ million, respectively, as we continued to invest in the growth of our business to capture the massive opportunity that we believe is available to us. See the section titled "—Key Business Metrics—Annual Recurring Revenue" for information about how we calculate ARR.

Our Business Model

We generate the substantial majority of our revenue from sales of subscriptions, which accounted for 93% and % of our total revenue in fiscal 2020 and 2021, respectively. We derive substantially all of our subscription revenue from the Enterprise Edition of our Couchbase platform, which includes Couchbase Server, our flagship product, and Couchbase Mobile. The Couchbase platform is designed to give our customers flexibility to run anywhere the customer chooses, whether deployed in on-premise data centers, mobile, private clouds, public clouds, multi-clouds or hybrid clouds. The Couchbase platform is licensed per node, which we define as an instance of Couchbase running on a server. Our platform can be deployed with intentional flexibility between a traditional data center on bare metal servers or within a virtualized or containerized environment, such as VMware or Docker, as well as in a public cloud, such as Amazon Web Services, Microsoft Azure and Google Cloud Platform, with the ability to run in any configuration that a customer desires. Our subscription pricing is based on the computing power and memory per instance, as well as the chosen service level. We offer three different support levels: the Platinum level offers 24/7 support and the shortest response time of 30 minutes; the Gold level offers 24/7 support with a response time of 2 hours; and the Silver level offers 7am-5pm local time support, 5 days a week. These response times are for incidences of the highest severity level, which we identify as level P1. The initial response time for levels P2 and P3, which are less severe, are longer.

The non-cancelable term of our subscription arrangements typically ranges from one to three years but may be longer or shorter in limited circumstances, and is typically billed annually in advance. The timing and billing of large, multi-year contracts can create variability in revenue and deferred revenue between periods.

We also derive subscription revenue from a fully-managed offering of Couchbase Server, called Couchbase Cloud, which we introduced in June 2020. Couchbase Cloud is licensed using an on-demand consumption model or an annual credit model, which removes the need to license different node types separately. Couchbase Cloud pricing delivers superior customer flexibility relative to other CSPs as on-demand pricing allows customers to pay only for what they use based on hourly pricing and the credits purchased through our annual credit model expire only at the end of a 12-month period, rather than ratably over the year. We also provide automatic conversion to on-demand consumption when credits expire or are exhausted. Couchbase Cloud credits can be purchased upfront to provide cost savings with volume discounts available based on credit quantity. We offer two pricing levels for Couchbase Cloud, based on the support response time. Revenue from Couchbase Cloud has not been material to date.

We also generate revenue from professional services and training, which represented 7% and of our total revenue in fiscal 2020 and 2021, respectively. We have invested in building our professional services and training organization because we believe it plays an important role in customer success, ensuring that our customers fulfill their digital transformation agendas while leveraging our platform, accelerating our customers' realization of the full benefits of our platform and driving increased adoption of our platform.

Our go-to-market strategy is focused on large enterprises recognized as leaders in their respective industries who are attempting to solve complicated business problems by digitally transforming their operations. As a result, Couchbase powers some of the largest and most complex enterprise applications worldwide. Through our highly instrumented "sell-to" go-to-market motion, we have built a direct sales organization that understands the strategic needs of enterprises as well as a marketing organization that emphasizes our enablement of digital transformation through our no-compromises approach to performance, resiliency, scalability, agility and TCO savings.

We complement our "sell-to" go-to-market motion with a "buy-from" go-to-market motion, which is focused on targeting the application developer community to drive adoption of our platform. To accomplish this, we offer free Community Editions of some of our products, free trials of our Enterprise Edition of Couchbase Server and Couchbase Cloud products and a web browser-based demonstration version of Couchbase Server to further accelerate application developer adoption. We believe these offerings lead to future purchases of the Enterprise Edition. While our Community Edition includes the core functionality of Couchbase Server, it is not suited for mission-critical deployments, as it offers only limited functionality around the scaled performance and security that enterprises require and no direct customer support from Couchbase.

We also continuously grow and cultivate our cloud provider partner and technology provider ecosystem. Our PartnerEngage program, which serves as our umbrella partner program, is tailored to enable our partners to deliver an excellent experience for customers while achieving profitable growth. For our customers, PartnerEngage provides more options and enhanced availability to reach Couchbase. % of our new customers were attributable to our partner ecosystem in .

We employ a land-and-expand model centered around our platform offerings, which have a rapid time to production and time to value for our customers, and our sales and customer success organizations, which proactively guide customers to realize strategic and transformative use cases and drive greater adoption of our platform and services. Our marketing organization is focused on building our brand reputation and awareness, which drive customer interest and demand for our platform. As part of these efforts, we host Couchbase Connect.ONLINE, a technical conference for application developers and enterprise architects, which showcases compelling customer testimonials and various use cases of our platform. Our Couchbase Connect offering also provides application developers with helpful resources to help them learn more about our platform, including access to over one hundred and fifty on-demand instructional webinars. We also offer Couchbase Playground, allowing application developers to access Couchbase's API and Couchbase Academy, which includes role-specific training courses. Application developers are also able to collaborate and discuss specific topics related to our platform on our forum, which had over 15,000 discussion topics and over 90,000 posts as of January 31, 2021.

We have experienced strong growth from our largest customers:

- Our customers that had at least $ in ARR as of have increased their ARR by an average of since the time of such customer's first contract with us. ARR attributed to this category of customers has increased more than between and , representing % of the total ARR as of .
- Our customers that had at least $ in ARR as of have increased their ARR by an average of since the time of such customer's first contract with us. ARR attributed to this second category of customers has increased more than between and , representing % of the total ARR as of .

See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue" for information about how we calculate ARR.

As of January 31, 2021, our customer base consisted of over customers spanning across countries, including over % of the Fortune 100. Additionally, as of , our customer base has recorded a % dollar-based net retention rate with of our customers with ARR of $ or more. Our land-and-expand motion has led to strong customer success and ARR, growing ARR by since the time of such customer's first contract with us among our top customers as of January 31, 2021. See the sections titled "—Key Business Metrics—Customers" and "—Key Business Metrics—Dollar-Based Net Retention Rate" for information about how we calculate the number of customers and dollar-based net retention rate.

Factors Affecting Our Performance

Continuing to Acquire New Customers

We grow our subscription revenue by acquiring new customers. The size of our customer base may vary from period to period for several reasons, including the length of our sales cycle, the effectiveness of our sales and marketing efforts, enterprise application development cycles and the corresponding adoption rates of modern applications that require database solutions like ours. Additionally, our revenue has and will vary as new customers purchase our products due to the fact that we recognize a portion of such subscription revenue upfront. As digital transformation continues to accelerate, we believe that Couchbase Cloud, our fully-managed DBaaS offering, will become increasingly popular as a result of its compelling pricing model, ease of operation, lower TCO, time to market and flexibility. We will continue to offer Couchbase Cloud and provide flexible, highly available and differentiated economical options to capture new customers.

Continuing to Expand Within Existing Customers

A significant part of our growth has been, and we expect will continue to be, driven by expansion within our existing customer base. Growth of our revenue from our existing customers results from increases in the scale of their deployment for existing use cases, or when customers utilize our platform to address new use cases. In addition, our professional services organization helps customers deploy new use cases and optimize their existing implementations. Our revenue from our subscription offerings varies depending on the scale and performance requirements of our customers' deployments. We are focusing on growing our subscription revenue, particularly from enterprises, while delivering professional services and training to support this growth. We have been successful in expanding our existing customers' adoption of our platform as demonstrated by our dollar-based net retention rate for customers contributing $ or more in ARR, which exceeded % in each of the past quarters. See the section titled "—Key Business Metrics—Dollar-Based Net Retention Rate" for a description of how we calculate dollar-based net retention rate.

Continuing to Invest in Growth

We expect to continue to invest in our offerings, personnel, geographic presence and infrastructure in order to drive future growth, as well as to pursue adjacent opportunities. We expend research and development resources to drive innovation in our proprietary software to constantly improve the functionality and performance of our platform and to increase the deployment models available to our customers. We have increased our headcount from 437 employees as of January 31, 2020 to as of January 31, 2021. We anticipate continuing to increase our headcount to ensure that our product development organization drives improvements in our product offerings, our sales and marketing organization can maximize opportunities for growing our business and revenue and our general and administrative organization efficiently supports the growth of our business as well as our effective operation as a public company.

Key Business Metrics

Annual Recurring Revenue

We define ARR as .

	As of January 31,	
	2020	2021
	(in thousands)	
ARR	$	$

Dollar-Based Net Retention Rate

We examine the rate at which our customers expand their subscriptions with us. Our dollar-based net retention rate measures our ability to increase ARR across our existing customer base through expanded use of

our platform by customers, offset by customers whose subscriptions with us are not renewed or renewed at a lower amount. Our dollar-based net retention rate compares the ARR for subscription contracts from customers at two period end dates for those periods. To calculate our dollar-based net retention rate as of a particular date (e.g.,), we generate a list of customers as of the quarter ending the same date from the prior year (e.g.,). We then divide the ARR attributed to that set of customers as of the later date by the ARR attributed to that same set of customers as of the earlier date. The quotient obtained from this calculation is the dollar-based net retention rate. Our dollar-based net retention rate for our customers was % as of and was % as of . Our dollar-based net retention rate will fluctuate as a result of subscription growth of existing customers, including additional capacity, new use cases, price and other offering increases, and the rate at which subscriptions are not renewed or are renewed at a lower amount.

	As of January 31,	
	2020	2021
Dollar-based net retention rate	%	%

Customers

We calculate the total number of customers at the end of each period. We treat each customer account as active that has an active subscription contract with us or with which we are negotiating a renewal contract at the end of a given period as a unique customer. Each party with which we enter into a subscription contract is considered a unique customer and in some cases a single organization may be counted as more than one customer. Our customer count is subject to adjustments for acquisitions, consolidations, spin-offs and other market activity. We believe that the number of customers is an important indicator of the growth of our business and future revenue trends.

	As of January 31,	
	2020	2021
Customers		

Impact of COVID-19

The ongoing COVID-19 pandemic and efforts to mitigate its impact have significantly curtailed the movement of people, goods and services worldwide, including in the geographic areas in which we conduct our business operations and from which we generate our revenue. It has also caused societal and economic disruption and financial market volatility, resulting in business shutdowns and reduced business activity. We believe that the COVID-19 pandemic has had a modest negative impact on our business and results of operations, primarily as a result of:

- delaying or pausing digital transformation and expansion projects and negatively impacting IT spending, which has caused potential customers to delay or forgo purchases of subscriptions for our platform and services, and which has caused some existing customers to request concessions including extended payment terms or better pricing, fail to renew subscriptions, reduce their usage or fail to expand their usage of our platform;
- restricting our sales operations and marketing efforts, reducing the effectiveness of such efforts in some cases and delaying or lengthening our sales cycles;
- delaying collections or resulting in an inability to collect accounts receivable, including as a result of customer bankruptcies; and
- delaying the delivery of professional services and training to our customers.

The COVID-19 pandemic may cause us to continue to experience the foregoing challenges in our business in the future and could have other effects on our business, including disrupting our ability to develop new offerings and enhance existing offerings, market and sell our products and services and conduct business activities generally.

In contrast, in the longer term we may also see some positive impacts on our business as a result of the COVID-19 pandemic. We believe the COVID-19 pandemic has accelerated the trend of enterprises seeking to modernize and re-architect their mission-critical applications and the building of new applications to allow them to function in the cloud. The constraining of IT budgets could also further accelerate the adoption and expansion of our platform, as it can effectively support mission-critical applications while providing significant TCO benefits.

The COVID-19 pandemic has also driven some temporary cost savings to our business. We have experienced slower growth in certain operating expenses due to reduced business-related travel, deferred hiring for some positions and the virtualization or cancellation of customer and employee events. We have also paused expanding some existing facilities, as well as expanding into new facilities.

We do not yet have visibility into the full impact that the COVID-19 pandemic will have on our future business or results of operations, particularly if the COVID-19 pandemic continues and persists for an extended period of time. Given the uncertainty, we cannot reasonably estimate the impact on our future financial condition, results of operations or cash flows. See the section titled “Risk Factors—Risks Related to Our Business and Industry—The global COVID-19 pandemic has harmed and could continue to harm our business and results of operations” for more information regarding risks related to the COVID-19 pandemic.

Components of Results of Operations

Revenue

We derive revenue from sales of subscriptions and services. Our subscription revenue is primarily derived from term-based software licenses to our platform sold in conjunction with post-contract support, or PCS. PCS bundled with subscriptions includes internet, email and phone support, bug fixes and the right to receive unspecified software updates and upgrades released when and if available during the subscription term. The non-cancelable term of our subscription arrangements typically ranges from one to three years but may be longer or shorter in limited circumstances. Our services revenue is derived from our professional services related to the implementation or configuration of our platform and training.

We expect our revenue may vary from period to period based on, among other things, the timing and size of new subscriptions, the proportion of term license contracts that commence within the period, the rate of customer renewals and expansions and delivery of professional services and training.

Cost of Revenue

Cost of subscription revenue primarily consists of personnel-related costs associated with our customer support organization, including salaries, bonuses, benefits and stock-based compensation, expenses associated with software and subscription services dedicated for use by our customer support organization, third-party cloud infrastructure expenses, amortization of costs associated with capitalized internal-use software related to Couchbase Cloud and allocated overhead. We expect our cost of subscription revenue to increase in absolute dollars as our subscription revenue increases and as we continue to amortize capitalized internal-use software costs related to Couchbase Cloud.

Cost of services revenue primarily consists of personnel-related costs associated with our professional services and training organization, including salaries, bonuses, benefits and stock-based compensation, costs of

contracted third-party partners for professional services, expenses associated with software and subscription services dedicated for use by our professional services and training organization and allocated overhead. We expect our cost of services revenue to increase in absolute dollars as our service revenue increases.

Gross Profit and Gross Margin

Our gross profit and gross margin have been and will continue to be affected by various factors, including the average sales price of our products and services, the mix of products and services we sell, the mix of geographies into which we sell, transaction volume growth and the mix of revenue between subscriptions and services. We expect our gross profit and gross margin to fluctuate in the near term depending on the interplay of these factors.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing and general and administrative expenses. Personnel-related costs are the most significant component of operating expenses and consist of salaries, bonuses, benefits, sales commissions and stock-based compensation expenses.

Research and Development

Research and development expenses consist primarily of personnel-related costs, expenses associated with software and subscription services dedicated for use by our research and development organization, depreciation and amortization of property and equipment and allocated overhead. We expect that our research and development expenses will increase in absolute dollars as we continue to invest in the features and functionalities of our platform. We expect research and development expenses to fluctuate as a percentage of revenue in the near term, but to decrease as a percentage of revenue over the long term as we achieve greater scale in our business.

Sales and Marketing

Sales and marketing expenses consist primarily of personnel-related costs, expenses associated with software and subscription services dedicated for use by our sales and marketing organization, costs of general marketing and promotional activities, amortization of deferred commissions, fees for professional services related to sales and marketing and allocated overhead. We expect that our sales and marketing expenses will increase in absolute dollars as we continue to expand our sales and marketing efforts to attract new customers and deepen our engagement with existing customers. We expect sales and marketing expenses to fluctuate as a percentage of revenue in the near term as we continue to invest in growing the reach of our platform through our sales and marketing efforts, but to decrease as a percentage of revenue over the long term as we achieve greater scale in our business.

General and Administrative

General and administrative expenses consist primarily of personnel-related costs associated with our finance, legal, human resources and other administrative personnel. In addition, general and administrative expenses include non-personnel costs, such as fees for professional services such as external legal, accounting and other professional services, expenses associated with software and subscription services dedicated for use by our general and administrative organization, certain taxes other than income taxes and allocated overhead. Following the completion of this offering, we expect to incur additional expenses as a result of operating as a public company, including costs to comply with the rules and regulations applicable to companies listed on a national securities exchange, costs related to compliance and reporting obligations and increased expenses for insurance, investor relations and professional services. We expect that our general and administrative expenses will increase in absolute dollars as we continue to invest in the growth of our business and begin to operate as a

publicly-traded company. We expect general and administrative expenses to fluctuate as a percentage of revenue in the near term, but to decrease as a percentage of revenue over the long term as we achieve greater scale in our business.

Interest Expense

Interest expense consists primarily of interest on our term loan and end-of-term charges for our term loan.

Other Income (Expense), Net

Other income (expense), net consists primarily of foreign currency gains and losses related to the impact of transactions denominated in a foreign currency and gain on a legal settlement.

Provision for Income Taxes

Provision for income taxes consists primarily of income taxes in certain foreign jurisdictions in which we conduct business. We recorded a full valuation allowance against our U.S. deferred tax assets as we have determined that it is not more likely than not that the deferred tax assets will be realized. We maintain a full valuation allowance on our U.S. deferred tax assets, and the significant components of the provision for income taxes recorded are current cash taxes in various jurisdictions. The cash tax expenses are impacted by each jurisdiction's individual tax rates, laws on the timing of recognition of income and deductions and availability of NOLs and tax credits. Our effective tax rate fluctuates significantly and could be adversely affected to the extent earnings are lower than anticipated in countries that have lower statutory rates and higher than anticipated in countries that have higher statutory rates.

Results of Operations

The following table sets forth our consolidated statements of operations for the periods indicated (in thousands):

	Year Ended January 31,	
	2020	2021
Revenue:		
Subscription	$ 76,600	$
Services	5,921	
Total revenue	82,521	
Cost of revenue:		
Subscription(1)	3,446	
Services(1)	4,356	
Total cost of revenue	7,802	
Gross profit	74,719	
Operating expenses:		
Research and development(1)	31,672	
Sales and marketing(1)	57,829	
General and administrative(1)	15,561	
Total operating expenses	105,062	
Loss from operations	(30,343)	
Interest expense	(4,657)	
Other income (expense), net	6,509	
Loss before income taxes	(28,491)	
Provision for income taxes	766	
Net loss	$ (29,257)	$

(1) Includes stock-based compensation expense as follows (in thousands):

	Year Ended January 31,	
	2020	2021
Cost of revenue—subscription	$ 54	$
Cost of revenue—services	22	
Research and development	1,080	
Sales and marketing	920	
General and administrative	1,342	
Total stock-based compensation expense	$ 3,418	$

The following table sets forth our consolidated statements of operations data expressed as a percentage of revenue:

	Year Ended January 31,	
	2020	2021
Revenue:		
Subscription	93%	%
Services	7	
Total revenue	100	
Cost of revenue:		
Subscription	4	
Services	5	
Total cost of revenue	9	
Gross profit	91	
Operating expenses:		
Research and development	38	
Sales and marketing	70	
General and administrative	19	
Total operating expenses	127	
Loss from operations	(37)	
Interest expense	(6)	
Other income (expense), net	8	
Loss before income taxes	(35)	
Provision for income taxes	1	
Net loss	(35)%	%

Note: Certain figures may not sum due to rounding.

Comparison of Fiscal 2020 and Fiscal 2021

Revenue

	Year Ended January 31,			
	2020	2021	$ Change	% Change
	(dollars in thousands)			
Subscription	$ 76,600	$	$	%
Services	5,921			
Total revenue	$ 82,521	$	$	

The in subscription revenue was primarily due to .

The in services revenue was primarily due to .

Cost of Revenue

	Year Ended January 31, 2020	2021	$ Change	% Change
	(dollars in thousands)			
Subscription	$ 3,446	$	$	%
Services	4,356			
Total cost of revenue	$ 7,802	$	$	
Headcount (at period end)				
Subscription	27			
Services	13			
Total headcount	40			

The in cost of subscription revenue was primarily driven by .

The in cost of services revenue was primarily driven by .

Gross Profit and Gross Margin

	Year Ended January 31, 2020	2021	$ Change	% Change
	(dollars in thousands)			
Gross profit	$ 74,719	$	$	%
Gross margin	91%	%		

The in gross margin was primarily driven by .

Research and Development

	Year Ended January 31, 2020	2021	$ Change	% Change
	(dollars in thousands)			
Research and development	$ 31,672	$	$	%
Percentage of revenue	38%	%		
Headcount (at period end)	169			

The in research and development expenses was primarily driven by .

Sales and Marketing

	Year Ended January 31, 2020	2021	$ Change	% Change
	(dollars in thousands)			
Sales and marketing	$ 57,829	$	$	%
Percentage of revenue	70%	%		
Headcount (at period end)	194			

The in sales and marketing expenses was primarily driven by .

General and Administrative

	Year Ended January 31, 2020	2021	$ Change	% Change
		(dollars in thousands)		
General and administrative	$ 15,561	$	$	%
Percentage of revenue	19%	%		
Headcount (at period end)	34			

The in general and administrative expenses was primarily driven by .

Interest Expense

	Year Ended January 31, 2020	2021	$ Change	% Change
		(dollars in thousands)		
Interest expense	$ (4,657)	$	$	%

The in interest expense was primarily driven by .

Other Income (Expense), Net

	Year Ended January 31, 2020	2021	$ Change	% Change
		(dollars in thousands)		
Other income (expense), net	$ 6,509	$	$	%

The in other income (expense), net was primarily driven by .

Provision for Income Taxes

	Year Ended January 31, 2020	2021	$ Change	% Change
		(dollars in thousands)		
Loss before income taxes	$ (28,491)	$	$	%
Provision for income taxes	766			
Effective tax rate	(2.7)%	%		

The provision for income taxes primarily as a result of .

Liquidity and Capital Resources

We have financed our operations through subscription revenue from customers accessing our platform and services revenue, and as of , we have completed several rounds of equity and debt financings with net proceeds totaling $ million and $ million, respectively.

We have incurred losses and generated negative cash flows from operations for the last several years, including fiscal 2020. As of , we had an accumulated deficit of $ million.

As of , we had $ million in cash, cash equivalents and short-term investments. We believe our existing cash, cash equivalents and short-term investments, the Credit Facility, which is described below, and cash provided by sales of subscriptions to our platform and sales of our services will be sufficient to meet our projected operating requirements and capital expenditures for at least the next 12 months. As a result of our revenue growth plans, both domestically and internationally, we expect that losses and negative cash flows from operations may continue in the future. Our future capital requirements will depend on many factors, including our subscription revenue growth rate, subscription renewals, billing timing and frequency, the timing and extent of spending to support development efforts, the expansion of sales and marketing activities, the introduction of new and enhanced platform features and functionality and the continued market adoption of our platform. We may in the future pursue acquisitions of businesses, technologies, assets and talent.

We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital or generate cash flows necessary to expand our operations and invest in new technologies, our competitive position could weaken, and our business, financial condition and results of operations could be adversely affected.

We typically invoice our subscription customers annually in advance. Therefore, a substantial source of our cash is from such prepayments, which are included on our consolidated balance sheet as deferred revenue. Deferred revenue consists of billed fees for our subscriptions, prior to satisfying the criteria for revenue recognition, which are subsequently recognized as revenue in accordance with our revenue recognition policy. As of , remaining performance obligations, including both deferred revenue and non-cancelable contracted amounts, were $ million. We expect to recognize revenue of $ million on these remaining performance obligations over the next 12 months, with the remaining balance recognized thereafter.

Term Loan

In August 2018, we entered into an agreement for a loan and security agreement, or the Loan, with Hercules Capital to borrow up to a maximum of $35.0 million over a period of three years with an original maturity date in September 2021. The interest on the Loan was the greater of (1) 10.75% plus the prime rate minus 5.5% and (2) 10.75%. Under the terms of the Loan, we paid interest on a monthly basis and the aggregate Loan principal balance was due on the maturity date. The Loan is secured by a subordinated security interest in substantially all of our assets except intellectual property and also contained certain covenants, including covenants which prohibited us from declaring or making cash dividends. The Loan permitted voluntary prepayment on borrowings with a penalty ranging from 0.25% to 2.50% of the prepaid principal amount. Additionally, the Loan allowed the lender to accelerate and demand for all or part of the outstanding borrowings together with a prepayment penalty in the event of default (as defined by the Loan agreement). We borrowed $15.0 million under the Loan upon closing in August 2018.

In April 2019, we entered into an amendment to the Loan with Hercules Capital to borrow an additional $35.0 million, increasing the maximum Loan amount to $70.0 million and extending the maturity date. Under the terms of the amended Loan, we continued to pay interest at the same rate on a monthly basis with the aggregate principal balance repayment date being extended to May 2023. The amended Loan was also subject to a 3.75% end-of-term charge on the aggregate borrowings, payable upon maturity. In connection with the April 2019 amendment, we also issued warrants to purchase shares of our common stock at $2.99 per share, exercisable over 10 years. The warrants were issuable at 2.25% of the aggregate amount of the borrowings drawn concurrently and after the amendment. We issued warrants to purchase 188,127 shares of our common stock on $25.0 million that was borrowed concurrently with the execution of the amendment and warrants to purchase an additional 75,250 shares of our common stock upon borrowings of an additional $10.0 million in December 2019.

The issuance costs incurred in connection with the amended Loan were $0.2 million for the year ended January 31, 2020, which were included as part of our debt and are being amortized to interest expense over the life of the amended Loan. Interest expense on the Loan was $4.7 million for fiscal 2020.

In June 2020, we paid down $25.0 million of the Loan and entered into an amendment to the Loan, which reduced the maximum borrowings under the Loan from $70.0 million to $25.0 million, and extended the Loan maturity date to June 2024. We paid a prepayment penalty and end-of-term charge of $1.3 million in accordance with the terms of the Loan that will be recorded as interest expense in our consolidated statement of operations. In January 2021, we paid off the remaining balance of $25.0 million with Hercules Capital. We paid a prepayment penalty and end-of-term charge of $1.6 million in accordance with the terms of the Loan that will be recorded as interest expense in our consolidated statement of operations.

Revolving Line of Credit

In November 2017, we entered into the Credit Facility, providing us the ability to borrow up to $10.0 million from a revolving line of credit with an original maturity date in November 2018. Borrowings under the line of credit bear interest at a floating per annum rate equal to one half of one percentage point (0.50%) above the prime rate, which interest is payable monthly. The line of credit is secured with a pledge on substantially all of our assets, except any intellectual property, and is subject to a minimum revenue covenant. In November 2018, we entered an amendment with Silicon Valley Bank to increase the line of credit limit to $15.0 million and extend the maturity date to November 2019. In April 2019, an amendment was entered into with the Silicon Valley Bank to decrease the line of credit to $10.0 million. In October 2019, an amendment was entered into with Silicon Valley Bank to extend the maturity of the line of credit to November 2020. There were no borrowings against the line of credit as of January 31, 2020. In November 2020, an amendment was entered into with Silicon Valley Bank to extend the maturity of the line of credit to February 2021. In January 2021, an amendment was entered into with Silicon Valley Bank to increase the line of credit limit to $40.0 million and extend the maturity date to January 2024. We borrowed $25.0 million against the line of credit in January 2021.

The revolving line of credit agreement contains certain customary covenants as well as customary events of default that prohibit us from paying cash dividends without prior approval from Silicon Valley Bank. We were in compliance with the financial covenant requirements of the line of credit as of .

Cash Flows

The following table shows a summary of our cash flows for the periods presented:

	Year Ended January 31,	
	2020	2021
	(in thousands)	
Net cash provided by (used in):		
Operating activities	$ (21,757)	
Investing activities	$ (4,710)	
Financing activities	$ 35,780	

Operating Activities

Cash used in operating activities for fiscal 2020 of $21.8 million primarily consisted of our net loss of $29.3 million, adjusted for non-cash charges of $12.4 million and net cash outflows of $4.9 million provided by changes in our operating assets and liabilities. Changes in operating assets and liabilities primarily reflected a $10.5 million increase in accounts receivable related to timing of billings and collections and a $10.3 million increase in deferred commissions related to increased sales during the period. This was partially offset by a $11.9 million increase in deferred revenue due to timing of billings and a $3.2 million increase in accrued compensation and benefits primarily due to increased headcount and higher bonus accruals during the period.

Investing Activities

Cash used in investing activities for fiscal 2020 of $4.7 million consisted of cash paid for purchases of property and equipment.

Financing Activities

Cash provided by financing activities for fiscal 2020 of $35.8 million consisted of net proceeds from the issuance of term debt of $34.8 million and proceeds from stock option exercises of $1.0 million.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations as of January 31, 2021:

	Payments Due by Period				
	Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
			(in thousands)		
Operating lease commitments	$	$	$	$	$
Principal payments on debt					
Interest payments on debt					
Purchase obligations					
Total	$	$	$	$	$

Indemnification Agreements

We enter into standard indemnification arrangements in the ordinary course of business. Pursuant to these arrangements, we indemnify, hold harmless and agree to reimburse the indemnified parties for losses suffered or incurred by the indemnified party, in connection with any trade secret, copyright, patent or other intellectual property infringement claims brought by any third party against such indemnified party with respect to licensed technology. The term of these indemnification agreements is generally perpetual any time after the execution of the agreement. The maximum potential amount of future payments we could be required to make under these agreements is not determinable because it involves claims that may be made against us in the future that have not yet been made. To date, we have not incurred costs to defend lawsuits or settle claims related to these indemnification agreements.

We have entered into indemnification agreements with our directors and officers that may require us to indemnify our directors and officers against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct of the individual. No liability associated with such indemnification arrangements have been recorded as of .

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet financing arrangements or any relationships with unconsolidated entities or financial partnerships, including entities sometimes referred to as structured finance or special purpose entities, that were established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Qualitative and Quantitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates and foreign currency exchange rates.

Interest Rate Risk

As of , we had $ million of cash, cash equivalents and short-term investments invested in . Our cash, cash equivalents and short-term investments are held for working capital purposes. We do not enter into investments for trading or speculative purposes.

As of , a hypothetical 10% relative change in interest rates would on our results of operations and cash flows.

Foreign Currency Exchange Risk

The functional currency of our foreign subsidiaries is the U.S. dollar. Accordingly, each foreign subsidiary remeasures monetary assets and liabilities at period-end exchange rates, while nonmonetary items are remeasured at historical rates. Revenue and expense items are remeasured at the exchange rates in effect on the day the transaction occurred, except for those expenses related to non-monetary assets and liabilities, which are remeasured at historical exchange rates. Remeasurement adjustments are recognized in other income (expense), net in our consolidated statement of operations.

The volatility of exchange rates depends on many factors that we cannot forecast with reliable accuracy. We have experienced and will continue to experience fluctuations in foreign exchange gains (losses) related to changes in foreign currency exchange rates. In the event our foreign currency denominated assets, liabilities, revenue or expenses increase, our results of operations may be more greatly affected by fluctuations in the exchange rates of the currencies in which we do business. We have not engaged in the hedging of foreign currency transactions to date, although we may choose to do so in the future.

As of , a hypothetical 10% change in the relative value of the U.S. dollar to other currencies would on our results of operations and cash flows.

Critical Accounting Policies and Estimates

Our financial statements are prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, as well as related disclosures. We evaluate our estimates and assumptions on an ongoing basis. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Our actual results could differ from these estimates.

The critical accounting estimates, assumptions and judgments that we believe have the most significant impact on our consolidated financial statements are described below.

Revenue Recognition

We account for revenue in accordance with Accounting Standards Codification, or ASC, Topic 606, *Revenue from Contracts with Customers*.

Our subscription revenue is primarily derived from term-based software licenses sold in conjunction with PCS. PCS bundled with subscriptions includes internet, email and phone support, bug fixes and the right to receive unspecified software updates and upgrades released when and if available during the subscription term. The non-cancelable term of our subscription arrangements typically ranges from one to three years but may be longer or shorter in limited circumstances. We typically bill subscription revenue annually in advance. Our services revenue is derived from professional services for the implementation or configuration of our platform and training.

Determining whether the software license and the related PCS are considered distinct performance obligations that should be accounted for separately or as a single performance obligation requires significant

judgment. We have concluded that the software license, which is recognized upon transfer to the customer, and PCS, which is recognized over the term of the arrangement, are two separately identifiable performance obligations.

Arrangements that include multiple performance obligations require an allocation of the transaction price to each performance obligation based on the relative SSP of the performance obligation. Determining the relative SSP for contracts that contain multiple performance obligations requires significant judgement. When appropriate, we determine SSP based on the price at which the performance obligation has previously been sold through past transactions. We determine SSP for performance obligations with no observable evidence using adjusted market, cost plus or residual methods. When the SSP of a subscription including bundled software license and PCS is highly variable and the contract also includes additional performance obligations with observable SSP, we first allocate the transaction price to the performance obligations with established SSPs and then apply the residual approach to allocate the remaining transaction price to the subscription.

Stock-Based Compensation

We recognized stock-based compensation expense for all stock awards based on the grant-date fair value of the awards. We use the Black-Scholes option pricing model for valuing stock option awards. The fair value of an award is recognized as an expense ratably over the requisite service period. We account for forfeitures as they occur.

The Black-Scholes option pricing model requires the input of highly subjective assumptions, including the fair value of the underlying common stock, the expected term of the option, the expected volatility of the market price of our common stock, risk-free interest rates and the expected dividend yield of our common stock. The assumptions used to determine the fair value of the option awards represent management's best estimates. These estimates involve inherent uncertainties and the application of management's judgment.

Our assumptions and estimates are as follows:

- *Fair Value of Common Stock*. As our common stock is not publicly traded, the fair value of our common stock was determined by our board of directors, with input from management and contemporaneous independent third-party valuations. See the section titled "—Common Stock Valuations" below for further discussion.
- *Expected Term*. As we do not have sufficient historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior, we determine the expected term of the awards using the simplified method. The simplified method calculates the expected term as the midpoint between the vesting date and the contractual expiration date of the option.
- *Expected Volatility*. As we do not have a trading history for our common stock, the expected volatility was estimated by examining the historical volatilities for industry peers. We will continue to analyze the historical stock price volatility and expected term assumptions as more historical data for our common stock becomes available.
- *Risk-Free Interest Rate*. The risk-free interest rate assumption is based on the U.S. Treasury yield in effect at the time of grant for a period consistent with the expected term of the award.
- *Dividend Yield*. We utilize a dividend yield of zero. We do not currently declare or pay dividends on common stock, nor do we expect to do so in the foreseeable future.

The following table summarizes the weighted-average assumptions used in estimated the fair value of stock options during each of the periods presented:

	Year Ended January 31,	
	2020	2021
Expected term (in years)	6.1	
Expected volatility	36%	
Risk-free interest rate	1.9%	
Dividend yield	—	

We will continue to use judgment in evaluating the assumptions related to our stock-based compensation on a prospective basis. As we continue to accumulate additional data related to our common stock, we may have refinements to our estimates, which could materially impact our future stock-based compensation expense.

Common Stock Valuations

Prior to this offering, there has been no public market for our common stock. The estimated fair value of our common stock underlying our stock option awards has been determined by our board of directors based on several factors, including consideration of input from management and contemporaneous independent third-party valuations.

The exercise price for all stock options granted was at the estimated fair value of the underlying common stock, as estimated on the date of grant by our board of directors in accordance with the guideline outlined in the practice aid issued by the American Institute of Certified Public Accountants, Valuation of Privately-Held-Company Equity Securities Issued as Compensation.

Each fair value estimate was based on a variety of factors, which included the following:

- independent third-party valuations of our common stock;
- the prices, rights, preferences and privileges of our redeemable convertible preferred stock relative to those of our common stock;
- pricing and timing of transactions in our equity, including secondary sales;
- the lack of marketability of our common stock;
- our results of operations, financial condition and capital resources;
- current business conditions and projections;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company, given prevailing market conditions;
- industry trends and outlook;
- the market performance of comparable publicly traded companies; and
- general economic outlook including economic growth, inflation and unemployment, interest rate environment and global economic trends.

In valuing our common stock, our board of directors determined the equity value of our business using various valuation methods, including combinations of income and market approaches with input from management. The income approach estimates value based on the expectation of future cash flows that a company will generate. These future cash flows are discounted to their present values using a discount rate that is derived from an analysis of the cost of capital of comparable publicly traded companies in our industry or similar business operations as of each valuation date and is adjusted to reflect the risks inherent in our cash flows. The

market approach estimates value based on a comparison of us to comparable public companies in consideration of differences in size, growth, profitability, return on investment and business risk. A representative market value multiple is determined based on the comparable companies and then applied to our financial metrics. The estimated business enterprise values from these approaches are then adjusted for interest-bearing debt and cash, as necessary, to arrive at total equity value.

For each valuation, the equity value of our business determined by the income and market approaches was then allocated to the common stock using either the option-pricing method, or OPM, or a hybrid of the probability-weighted expected return method, or PWERM, and OPM.

Our valuations prior to April 2020 were allocated using the OPM. Based on the stage of our development, the difficulty in predicting the range of possible future outcomes at the time of valuations and other relevant factors, we determined an OPM was the most appropriate method for allocating our equity value to determine the estimated fair value of our common stock for valuations prior to April 2020.

Beginning April 2020, our valuations were allocated based on a hybrid method utilizing a combination of the PWERM and the OPM. Using the PWERM, the value of our common stock is estimated based on a probability-weighted analysis of varying values for our common stock assuming possible future events for our company, including a scenario assuming we become a publicly traded company and a scenario assuming we continue as a privately held company.

Application of these approaches and methodologies involves the use of estimates, judgments and assumptions that are highly complex and subjective, such as those regarding our expected future revenue, expenses and future cash flows, discount rates, market multiples, the selection of comparable public companies and the probability of and timing associated with possible future events. Changes in any or all of these estimates and assumptions or the relationships between those assumptions impact our valuations as of each valuation date and may have a material impact on the valuation of our common stock.

Following the completion of this offering, our board of directors intends to determine the fair value of our common stock based on the closing price of our common stock on the date of grant.

Based on the assumed initial public offering price per share of $, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, the aggregate intrinsic value of our outstanding stock options as of was $ million, with $ million related to vested stock options and $ million related to unvested stock options.

Recent Accounting Pronouncements

For more information, see Note 2 to our consolidated financial statements included elsewhere in this prospectus.

JOBS Act Accounting Election

We are an “emerging growth company,” as defined in the JOBS Act. The JOBS Act provides that an “emerging growth company” can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an “emerging growth company” to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period under the JOBS Act until the earlier of the date we (i) are no longer an “emerging growth company” or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

BUSINESS

Overview

Our mission is to empower enterprises to build, manage and operate modern mission-critical applications at the highest scale and performance. Couchbase provides a leading enterprise-class, multi-cloud to edge, NoSQL database. Enterprises rely on Couchbase to power the core applications their businesses depend on, for which there is no tolerance for disruption or downtime. Our database is versatile and works in multiple configurations, from cloud to multi- or hybrid-cloud to on-premise environments to the edge, and can be run by the customer or managed by us. We have architected our database on the next-generation flexibility of NoSQL, embodying a "not only SQL" approach. We combine the schema flexibility unavailable with legacy databases with the power and familiarity of the SQL query language, the *lingua franca* of database programming, into a single, unified platform. Our platform provides a powerful database that serves the needs of both enterprise architects and application developers.

We built Couchbase for the most important, mission-critical applications for the largest enterprises, with the highest performance, reliability, scalability and agility requirements. Any compromise of these requirements could cause these applications to fail—stopping or delaying package delivery for shipping companies, interrupting reservations for travel companies or causing product shortages in stores for retailers. We have spent over a decade building a platform architected to solve our customers' most difficult database challenges, from scale to flexibility to deployment. This includes enabling Couchbase to not just simply run in the cloud, but to run anywhere from public clouds to hybrid environments and even all the way to the edge, in truly distributed environments with flexibility in and between those environments. Combined with our performance at scale, we believe this power enables customers to run their most important applications with the effectiveness they require, with the efficiency they desire and in the modern infrastructure environments they demand.

With nearly every aspect of our lives being transformed by digital innovation, enterprises are charged with building applications that enable delightful and meaningful customer experiences. Enterprises are increasingly reliant on applications, and applications in turn rely on databases to store, retrieve and operationalize data into action. Today, applications are operating at a scale, speed and dynamism unheard of just a decade ago. There is an increasing diversity of application types, modalities and delivery and consumption models, and the volume, velocity and variety of data on which applications rely is growing at an exponential rate. Consequently, the demand on enterprises and their databases is growing exponentially. These trends are poised to continue, applying increasing urgency for enterprises to digitally transform. Indeed, digital transformation has become both a strategic imperative and a competitive necessity for enterprises seeking to thrive in a data-driven world.

We believe that for enterprises to successfully transform digitally, they must develop and deploy new applications, and also modernize and upgrade existing ones. As enterprises continuously face competitive threats and disruption in their transforming industries, delivering new, innovative customer applications is crucial to their ability to not only survive, but to build new business models and generate additional revenue. While new applications enhance the way we shop, how we collaborate at work and how we get our entertainment, to enable complete next-generation digital experiences, enterprises must at the same time modernize existing core applications such as inventory and customer relationship management applications. Legacy applications must be re-architected to handle user growth from tens of thousands to millions and provide always-available experiences. This modernization can be complex and challenging, as it requires enterprises to upgrade nearly all aspects of their legacy software, infrastructure and development processes. But re-architecting legacy applications is not only imperative to enable next-generation user experiences, it can create cost and operational efficiencies and free up critical human and capital resources that could be used to further drive business objectives and accelerate transformation agendas.

There is an urgent need for database platforms that can support both sides of digital transformation, and legacy database technologies, including mainframes and relational databases, are unable to do so effectively.

While legacy database technologies were built to the highest performance and reliability requirements of their generation, they are approaching the limits for which they were designed. The underlying architecture of these technologies has not changed significantly, while the requirements of the applications they need to support are changing dramatically. Legacy database technologies are buckling under the pressure of digital transformation, as they were not built to update and respond in microseconds, enable rich, customized user experiences and perform without latency.

However, enterprises must weigh the need to migrate to the next generation of databases against the risks of disruptions and downtime of their most important applications as they attempt such migrations. Until now, there had not been a set of compelling events to push adoption of next-generation databases as the risks and the associated rewards had not reached a complete breaking point. We believe that we are now at the tipping point of this generational transition. Efforts to accommodate the limitations of legacy databases through ad-hoc temporary fixes and stopgap methods are no longer sufficient given the increasing impact and urgency of digital transformation initiatives. Moreover, while first-generation NoSQL players have attempted to address the limitations of relational databases, they were not architected for the scale and performance requirements of new mission-critical applications, nor were they designed to efficiently modernize and upgrade existing applications and their underlying infrastructure. Additionally, their implementation of NoSQL lacks the familiarity of the SQL language, which requires re-training SQL-fluent application developers, making adoption difficult and costly. These deficiencies have created additional barriers and largely limited the adoption of other NoSQL databases by enterprises to non-mission-critical applications, such as departmental applications or other applications that are limited in scope. A move to the next generation of operational databases is required to provide the performance, reliability, scalability and agility needed for modern applications.

We designed Couchbase to give enterprises a database for the modern cloud world, overcoming the limitations of legacy database technologies and enabling the high performance, reliability, scalability and agility required by enterprises to deliver their mission-critical applications. We facilitate a seamless transition for our customers from legacy relational databases to our modern NoSQL platform resulting in better application scalability, user experience and security at the pace that works for them. We believe that both enterprise architects and application developers are key to initiating the transition away from legacy database technologies and that we are uniquely positioned and architected to serve both.

We employ a land-and-expand business model that makes it easy for enterprises to get started with Couchbase and, over time, as enterprises realize the benefits of our platform, allow such enterprises to frictionlessly expand their usage. Enterprises building new applications are able to start with Couchbase outright as the operational database. Enterprises looking to re-architect existing applications are able to start with Couchbase alongside existing relational or mainframe databases, allowing such enterprises to experience the benefits of Couchbase with minimal disruption. As customers realize the benefits of our platform, they are able to seamlessly re-architect existing applications, while building new ones, on the platform. Over this journey, as we displace legacy database technologies and become a primary data store for applications, our database becomes a source of truth, and ultimately, a system of record. This strategy has been critical to the growth of our business and we believe it will enable us to continue to capture significant opportunities in the future. Our customers have taken this growth journey alongside us. Based on internal data reflecting the type and complexity of data searches from a sampling of our customers, we estimate that in January 2018, approximately 45% of our customers used Couchbase as a source of truth or system of record for some or all of their business. By January 2021, we estimate that approximately 80% of our customers used Couchbase as a source of truth or system of record for some or all of their business.

We sell our platform through our direct sales force and our growing ecosystem of partners. Our platform is broadly accessible to a wide range of enterprises, as well as governments and organizations. We have customers in a range of industries, including retail and e-commerce, travel and hospitality, financial services and insurance,

software and technology, gaming, media and entertainment and industrials. We focus our selling efforts on the largest global enterprises with the most complex data requirements, and we have introduced a new cloud-based managed offering for enterprises looking for a turnkey version of our platform.

We have achieved significant growth over our operating history. For fiscal 2020 and 2021, our revenue was $82.5 million and $ million, respectively, representing year-over-year growth of %. ARR was $ million and $ million, respectively, for those years, representing year-over-year growth of %. Over the same periods, our net loss was $29.3 million and $ million, respectively, as we continued to invest in the growth of our business to capture the massive opportunity that we believe is available to us. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue" for information about how we calculate ARR.

Industry Background

We believe that operational databases represent one of the largest undisrupted opportunities within enterprise software today, with a 40-year-old technology underpinning the applications that pervade nearly every aspect of our digital lives. Every application, from one as simple as an alarm that wakes us up to those that power stock trading and food delivery apps, needs an operational database to access and manipulate data in real time. As digital transformation continues to take hold, the time is now for enterprises to adopt a next-generation database designed to support the applications that power modern customer experiences.

Relational Databases Designed for Applications of the Last Generation of Infrastructure

Relational databases were purpose-built for the last generation of enterprise infrastructure, leading to their near-universal adoption for applications. These applications, such as enterprise resource planning systems used to help manage an enterprise, were monolithic, deployed on-premise, had predictable usage patterns and accessed relatively small and rigidly-structured data sets. The usage of relational databases continues today, as they are a proven and mature technology and have large ecosystems of products, tools and expertise around which they are built. Most relational databases use SQL to query the database, and with over 19 million SQL developers in the world, the query language is familiar and easy to use for structured business data, even for non-technical users. Relational databases also offered ACID properties that provided confidence in data consistency and integrity for the last generation of mission-critical applications. While relational databases served the needs of the last generation of enterprise infrastructure, we believe they are ill-equipped and less cost-effective in meeting the challenges of ongoing digital innovation and transformation.

Our Lives Are Being Transformed by Digital Innovation, Requiring a New Technology Stack

With nearly every aspect of our lives becoming digital, there is a pressing need for companies to engage their customers through rich, personalized and differentiated online experiences. Everything we do is changing, from the way we shop, to the way we work, to the way we receive our on-demand entertainment. Wherever we are, we have come to expect digital experiences to be real-time, highly available, data-driven and always-responsive and to deliver novel and personalized experiences on any device.

The gateway from the physical to digital world, through which this new, innovative engagement comes to life, is applications. Applications enable experiences and experiences engage customers. Gone are the days that applications were merely a new way to enable a simple transaction, booking a reservation or buying an item online. Instead, the highly interactive applications we demand today must provide a new and better way to do everything, from securing the perfect itinerary to obtaining customized apparel. Applications must be able to support millions of concurrent users, leverage unstructured and structured data and react in real time to a massive amount and diversity of inputs. What was once a single transaction is now a customer journey though tens of thousands of digital interactions. The increase of digital behavior, the density and diversity of customer data and the ever increasing demands of users necessitate the need to process an exponential increase in data.

To handle the implications of our increasingly digital lives, and this insatiable demand of data, we believe enterprises must both build new highly interactive applications, as well as modernize existing ones and the infrastructure on which they run. Enterprises must modernize their technology stacks to remain competitive given the performance requirements of modern, interactive applications, ensure operational agility during peak usage periods and gain the TCO benefits of modern cloud architectures. To ensure the success of these modernization projects, the domains of application developers and IT operators are converging. This acceleration and convergence is resulting in new approaches to shortening, automating and improving application development.

Legacy Relational Databases Not Built for Modern Mission-Critical Applications

Legacy relational databases are simply not built to deliver the performance, scalability and agility that modern applications require. For enterprises to achieve digital transformation, new databases are needed to power new applications and re-architect existing applications. This is a result of the significant limitations of relational databases, including the following:

- ***Not Built for Modern Applications or their Development.*** Relational databases use rigid, inflexible schemas that struggle to handle the wide variety of unstructured and semi-structured data generated by users and machines. These rigid schemas need to be determined at the outset of development, requiring dedicated DBAs to manage and change schemas if application requirements change during development. As a result, application developers are constrained by the need to adapt to database requirements made at the outset. Once applications have been written, applications need to be taken down to change out the database and to manage the schemas. These constraints conflict directly with agile DevOps practices today. As digital transformation continues to take hold, the rapid growth of text, graphic, audio, video and other unstructured data will only continue, increasing the need for a new operational database.
- ***Not Designed for Performance.*** Relational databases were designed for tens of thousands, not millions of users. Today, with an increasing number of transactions expected, waiting for data to write disk storage becomes increasingly inefficient and cumbersome. Legacy databases also face limitations with only being able to scale up by buying new servers with more compute and memory. Modern applications require the ability to quickly and cost-effectively add more capacity to manage spikes in workloads.

Migration from Relational Databases Requires a Solution that Works for Both Enterprise Architects and Application

Even though relational databases are struggling under the strain of digital transformation, enterprises must weigh the need to provide better customer experiences against risks associated with in migrating their databases as they modernize their technology stacks. Consequently, relational databases still hold a significant majority of the operational database market as enterprises have been using a patchwork of band-aid approaches.

Migrating away from relational databases for mission-critical applications requires alignment of both enterprise architects and application developers. Enterprise architects are focused on ensuring that mission-critical applications are high performance at scale, reliable, secure and privacy-compliant. Application developers, on the other hand, are focused on how effective they can be in building applications on a particular database. In an environment where merely being good enough is not a viable option, as is the case for mission-critical applications, enterprises need help to make the shift to modern solutions a seamless one for both operations and development because these applications must be delivered at scale, with high performance and zero downtime.

Many Catalysts for New Operational Database Platforms

Powerful trends are transforming the ways that enterprises manage their software application environments and underlying IT infrastructure:

- ***Digital Transformation.*** Enterprises are investing in digital transformation to deliver modern customer experiences with applications that respond in microseconds. Legacy databases simply cannot provide the performance required for these modern applications.
- ***Growth in Data Volume and Variety.*** The proliferation of connected devices, applications and users has resulted in a massive increase in unstructured digital data.
- ***Cloud, Mobile and Edge Adoption.*** Enterprises are adopting cloud or hybrid architectures to support modern applications and need databases that can run anywhere, including at the edge and directly on mobile devices. The real-time transfer of data is essential and cannot have latency or be dependent on network or cellular connectivity.
- ***Scalable, Reliable Performance.*** Modern databases need to support user bases on a global scale with 24x7 uptime requirements. If an operational database fails even for a minute, the customer-facing application could stop running, leading to lost revenue or dissatisfied customers, or in some cases, people being placed potentially in life-threatening situations.

These trends are driving the need for new operational database solutions.

Adoption of First-Generation NoSQL Databases Limited in Mission-Critical Applications

While first-generation NoSQL databases have attempted to address the limitations of relational databases, they have not been focused on mission-critical applications, which need to meet enterprise architects' requirements of performance at scale, reliability, security and privacy compliance. Some first-generation NoSQL databases are still architected with a primary-replica architecture, limiting reliability and impacting their suitability for mission-critical applications. Additionally, their implementation of NoSQL removes the familiarity of the SQL language, and requires re-training SQL-fluent application developers. Finally, first-generation NoSQL databases do not enable a seamless migration and thus create an element of risk in the transition. These first-generation NoSQL databases fail to satisfy the requirements of both enterprise architects and application developers, thereby limiting adoption to departmental rather than mission-critical applications.

Enterprises Require a Different Database Architecture to Support Modern Mission-Critical Applications

We believe enterprises must architect their mission-critical applications onto high performing, flexible, modern databases to meet customer expectations that are now higher than ever and rapidly increasing. Enterprises need an operational database platform that can enable the deployment of new applications and the modernization of existing applications, and that has the following attributes:

- ***Multi-Modal.*** Enterprises often have multiple systems of record across different databases that need to be incorporated into a single engine. The purpose is to keep all the data in a single data model. This multi-platform tangle creates high operational complexity.
- ***High Performance in Real Time at Massive Scale.*** Enterprises need an operational database that is able to produce extreme throughput with the low latency required by the most demanding applications and deliver millions of operations per second. As the volume of data and user traffic increases, enterprises need a database solution that can easily expand rapidly using commodity hardware.
- ***Flexible.*** Enterprises need a flexible and cost-effective database product with a toolset to support highly interactive modern software and application development, including flexible schemas with

multiple access methods, a unified programming model, key value lookups, SQL queries, full-text search and real-time analytics.

- ***Ease of Operation.*** Enterprises require a comprehensive user-friendly database platform that enables such enterprises to build and scale modern applications more quickly and access markets at the edge and customers more efficiently, offers streamlined configuration, setup and ongoing management, taking advantage of multi-cloud agility, and helps provide high availability without compromising security.
- ***Runs Anywhere.*** Enterprises need a distributed database that can span servers and cloud instances and any device on the edge because today's cloud, mobile, IoT and other modern applications run on a distributed basis, often interacting with millions of users and devices around the world. Moreover, the ability to run in multi-cloud environments allows enterprises to avoid cloud vendor lock-in.

Our Solution

Couchbase provides a leading enterprise-class, multi-cloud to edge, NoSQL database. Our database is engineered for high performance at scale to serve the needs of mission-critical applications that enterprises run their businesses on. Our database is versatile and works in multiple configurations, from cloud to multi- or hybrid-cloud to on-premise environments, and can be managed by the customer or by us. We have architected our database on the next-generation flexibility of NoSQL, embodying a "not only SQL" approach. We combine the schema flexibility unavailable with legacy databases with the power and familiarity of the SQL query language, the *lingua franca* of database programming, into a single, unified platform, spanning from the cloud to the edge.

We have architected our platform with a long-term vision towards serving the requirements of the most demanding enterprises. As digital transformation continues to take hold and the demand for highly interactive applications intensifies, we have purpose-built our platform to empower enterprises to manage these increased demands and deliver the rich, personalized experiences that customers expect. We believe that our purpose-built approach, which has required us to solve major computer science problems, will enable our platform to perform at enterprise-class levels even as it addresses the increasing demands of emerging trends, such as self-driving cars, the proliferation of edge computing with 5G, augmented reality and blockchain.

We designed Couchbase to give enterprises a database for the modern world, overcoming the limitations of relational databases and at the same time enabling the high performance and massive scale required to deliver next-generation customer experiences by facilitating the creation and deployment of new applications and modernization of existing applications. As customers continue to demand more from their existing and new applications, our platform enables enterprises to move to our next-generation database to keep their mission-critical applications—and by extension, their businesses—competitive. We facilitate a seamless transition for our customers from legacy relational databases to our modern NoSQL platform resulting in better application scalability, user experience and security at the pace that works for them.

We believe that both enterprise architects and application developers are key to initiating the transition away from legacy relational databases and that we are uniquely positioned and architected to serve both. For enterprise architects, we believe we provide a database that enables performance at scale and high availability required for modern applications, while providing significant TCO benefits, thereby lowering technology costs and ensuring more efficient use of resources. Couchbase is also the first distributed NoSQL database to be controlled within Kubernetes and provides push-button simplicity to automate many of the operational tasks around managing a database such as adding or removing nodes.

For application developers, we provide an easy-to-use database and platform that allows them to focus on building modern applications quickly and effectively. We also bring the flexibility and ease of NoSQL by

providing “not only SQL,” which enables agility with a flexible schema, while maintaining the familiarity of the SQL language and removing the need to retrain application developers. Given the rising shortage of skilled application developers, this capability enables those who know SQL to transition to Couchbase from a legacy relational database without having to be retrained as they would for another NoSQL database.

Our database is built on database query language N1QL, which gives application developers an expressive, powerful and complete declarative query language with industry standards set by the American National Standards Institute, or ANSI. For enterprises building new applications, they can start with Couchbase outright as the operational database. For those looking to re-architect existing applications, they can start with Couchbase alongside existing relational databases as a cache, significantly boosting performance. As customers realize the benefits of our full platform capabilities, they can seamlessly enable them microservice by microservice. Over this journey, our database becomes a source of truth for applications and ultimately a system of record, displacing legacy databases. This approach has been critical to the growth of our business and we believe it will enable us to continue to capture significant opportunities in the future.

Our customers have taken this growth journey alongside us. Based on internal data reflecting the type and complexity of data searches from a sampling of our customers, we estimate that in January 2018, approximately 45% of our customers used Couchbase as a source of truth or system of record for some or all of their business. By January 2021, we estimate that approximately 80% of customers used Couchbase as a source of truth or system of record for some or all of their business.

Key Customer Benefits

Our platform delivers the following key benefits and capabilities for our customers:

- ***Single Unified Platform Eliminating Need for Point Solutions.*** Couchbase combines the performance of a caching layer to serve up data faster, a document datastore to provide high levels of durability and the reliability of a system of record with ACID to enable high performance in a single platform from cloud to edge. Our unified platform eliminates the need to manage independent technologies and data models and helps provide consistency between multiple databases and systems in different languages and APIs. We also enable customers to easily adopt our platform by starting wherever they need, whether it is a cache alongside existing relational databases or a new source of truth database to aggregate disparate data silos.
- ***Architected for Uncompromised Performance at Massive Scale.*** Our customers can rely on Couchbase for tens of millions of operations per second and response times measured in microseconds. To enable such high performance and scale, we architected our database to be a memory-first database, running all operations in memory without the backlog from slower disk access, enabling microsecond response times and being capable of handling huge spikes in volume. Our architecture automatically creates copies of data across multiple nodes without a primary node that is vulnerable to data loss or interruptions. We have also built elasticity into our architecture to enable customers to configure Couchbase and optimize it for the highest performance across their workloads. Our mix of no-compromises high performance and scale enables our customers to use our platform for mission-critical applications that they have not entrusted to other platforms.
- ***Architected for Flexibility to Enable Application Developer Agility.*** Couchbase enables the principles of agile development and CI/CD through a wide range of toolsets designed to provide maximum flexibility for application developers and give them the power to utilize the data inside our database. They include the following:
    - ***Application-driven database.*** While legacy relational databases have rigid schemas that require dedicated DBAs to manage the schema and handle migrations if requirements evolve during development, Couchbase was built with a flexible JSON data model to enable schema changes without downtime, enabling continuous deployment.

- ***Leveraging common SQL queries.*** Through N1QL, we also leveraged 30 years of innovation in SQL such as join and aggregation operations and have extended it for JSON. N1QL's unique capabilities enable enterprises to redeploy their SQL-trained DBAs and minimize disruption, enabling an easier transition from relational to our "not only SQL" version of NoSQL.
- ***Toolset for application developers to build rich applications.*** We have built an extensive toolset for application developers including indexing, query, full-text search, real-time analytics and eventing.

- ***Designed for Ease of Operation.*** Our platform is engineered to meet the exacting availability, automation, management and security requirements of enterprises.
  - ***Reliability and resiliency through distributed replication.*** We enable five-nines availability with highly reliable replication. Within a data center, our database enables data replication up to three times across the nodes of a cluster. Between data centers, our XDCR increases application reliability by replicating data completely automatically across clusters in different data centers, whether they are in different clouds or regions.
  - ***Automation.*** Couchbase also automates common tasks to increase operational efficiency. Our database automatically shards data, instead of requiring a DBA to manually shard it, and automatically places shard replicas within the cluster. Our platform also manages auto-failover by autonomously detecting that a node or group is unresponsive from a network, disk or power failure, and then initiating the failover process. Nodes can be added or removed in minutes with push-button simplicity, without any downtime or code changes. When nodes are added or removed, the platform can also rebalance to redistribute data and indexes among nodes.
  - ***Native Kubernetes and cloud integration.*** Couchbase is also the first distributed NoSQL database to be controlled and automated within Kubernetes without manual deployment and life-cycle management. Our autonomous operator is also certified on Red Hat OpenShift and compatible with Amazon EKS, Google GKE and Microsoft AKS.
  - ***Full-stack security.*** Couchbase provides authentication, authorization and auditing to preserve the privacy and integrity of data and enable role-based access control. We also take a novel approach to security for databases by supporting the encryption of data at rest in addition to those in transit or held by applications.

  With all of these features, customers have seen increases in database management efficiency of up to %.

- ***Runs Anywhere from the Cloud to the Edge.*** We designed Couchbase to run wherever a customer wants, as a multi-cloud to edge distributed database that can be deployed on any combination of multiple public clouds, private clouds, virtual machines, containers and bare metal servers and right out to the edge. We have created a version of Couchbase for mobile edge deployments, where internet connectivity is not always possible. Couchbase Lite is an embedded, NoSQL JSON Document style database for mobile applications that natively supports all major operating systems and platforms. Its NoSQL client database provides capabilities that run locally on the device. When devices restore internet connectivity, Sync Gateway, our internet-facing synchronization mechanism designed to provide data synchronization for large-scale interactive web, mobile and IoT applications, is able to synchronize to local data centers running Couchbase Server. Sync Gateway allows customers to decide what data to synchronize and when to do so.

  Customers looking for a turnkey way to deploy Couchbase Server are able to do so with Couchbase Cloud, our managed database service that provides users access to a turnkey database in the cloud, without having to purchase or install their own hardware or database software or manage their database. Couchbase Cloud, through a flexible consumption pricing model, further empowers customers to control their data, clusters, clouds, configurations and costs in a fully-managed NoSQL database.

Our Competitive Strengths

Our competitive strengths include the following:

- ***Powerful for Both Enterprise Architects and Application Developers.*** Our architecture is designed for high availability and performance at massive scale, while enabling agile application development with a flexible data model. This allows us to increase the impact of Couchbase with enterprise architects and application developers alike. To encourage application developer usage, familiarity and adoption of our platform, we offer a free Community Edition. Our Community Edition gives users a Technical Reference Model to try before they buy and to convert to Enterprise Edition as they gain scale and require additional functionality. Our platform leverages other open source tools for enterprise adoption and conforms to SQL, SQL++, Kubernetes, JSON and TPCx-IoT for IoT transactional benchmarking standards.

- ***Land and Easily Expand on a Single Platform Workload by Workload.*** Our platform makes it easy for enterprises to get started with Couchbase and over time, we can take over database requirements for mission-critical applications. This increases adoption to make Couchbase a source of truth and system of record for enterprises and enables us to become a core part of our customers' IT systems. We have seen rapid growth with our largest customers, as demonstrated by growth in ARR:

  - Our customers that had at least $ in ARR as of have increased their ARR by an average of since the time of such customer's first contract with us. ARR attributed to this category of customers has increased more than between and .

  - Our customers that had at least $ in ARR as of have increased their ARR by an average of since the time of such customer's first contract with us. ARR attributed to this second category of customers has increased more than between and .

  See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue" for information about how we calculate ARR.

- ***Enable Flywheel Go-To-Market Motion Combining "Buy-from" and "Sell-to."*** Our go-to-market strategy is driven by our differentiated technology, which allows us to drive customer adoption through a mature "sell-to" motion targeting enterprise architects that is complemented by a "buy-from" motion targeting application developers. The success of our highly instrumented "sell-to" motion is evidenced by our customers representing over % of the Fortune 100 as of January 31, 2021, many of which are industry leaders that are willing references and participate in our sales efforts. We have opened up a "buy-from" motion with targeted marketing and community-building initiatives for application developers, along with product-led initiatives, including Couchbase Cloud. We believe that our go-to-market motion has created opportunities for both "tops-down" and "bottoms-up" sales efforts. This provides us with a powerful flywheel that will continue to expand the reach and awareness of our platform among enterprise architects and application developers, which we believe will enable us to drive more effective marketing initiatives, shorter sales cycles and higher sales volume.

- ***Architected for Today and Tomorrow.*** We have architected our platform with a long-term vision towards providing the highest performance, reliability, scalability and agility for mission-critical applications at the largest enterprises all in one unified platform. In doing so, we have tackled and solved major computer science problems. We take pride in our approach and in not taking shortcuts to introduce products that compromise any of the expectations our customers have of our database and platform. Consequently, we expect our platform to perform even as continued digital transformation leads to ever-increasing data volumes and user requirements, all while supporting a distributed model at every tier, from the cloud to the edge. We are excited for our future, as the need for new databases only increases in importance as the ways we work, live and play become fundamentally technologically-driven, with emerging trends in self-driving cars, the proliferation of edge computing with 5G, augmented reality and blockchain.

- ***People and Culture (Be Valued, Create Value).*** Our most important asset is our people. We are committed to a work environment where each employee feels valued, respected and treated like a critical member of the team to contribute to the company as well as to the broader community. Our employees are innovators who thrive in our rapidly expanding ecosystem and make a positive impact on a global scale while charting the future of NoSQL database technologies. Our true purpose is greater than career aspirations and corporate missions—it is about making life better for everyone we care about.

Our Market Opportunity

The operational database market is one of the largest in the software industry and has yet to transition to next-generation NoSQL technologies. According to IDC, the worldwide data management software market was $67.7 billion in 2020 and expected to grow to $106.3 billion in 2024. We believe that an increasing amount of the worldwide database software spend will be directed towards new technologies as workloads evolve to support dynamic data and data-driven applications.

As customers realize the benefits of our platform, they increasingly migrate their existing applications and build their new applications on our platform. As this trend continues, we become a primary data store for applications and our database becomes a source of truth, and ultimately, a system of record, which further enhances our customers' use of our platform. This strategy has been critical to the growth of our business and we believe it will enable us to continue to capture significant opportunities in the future. Once Couchbase becomes embedded as a system of record for our customers, they come to rely on our database and become loyal and growing customers.

The database market has experienced significant evolution in some parts of the database industry. Whereas operational databases help run applications, analytical databases do not operate in real time. They were designed to help businesses make decisions across a large set of data. Both categories evolved to optimize for the workloads they serve and have made core architectural decisions that make it difficult to serve both markets comprehensively. Already, we have seen tremendous transformation in the analytical database market driven by technology trends like machine learning and IoT. We believe that the operational database market is primed for a rapid and secular shift to next-generation NoSQL technologies.

Our Growth Strategy

Key elements of our growth strategy include:

- ***Focus on Sustained Differentiation and Innovation for Enterprise Applications***
  - ***Core Platform to Enable Agility, Flexibility with Performance.*** Enterprises are re-architecting mission-critical applications to allow them to function in the cloud, resulting in better scalability, user experience and security. Our multi-cloud to edge platform is architected to enable development of mission-critical applications at scale for the world's largest enterprises. Our no-compromise approach appeals to both software architects and application developers alike. We plan to add more autonomous features to our platform, such as automation of monitoring and database management. Our platform has the replication capability to support a distributed cloud model at every tier, from the cloud to the edge, securely synchronizing data between web, mobile and IoT apps and the backend database. We also intend to add more cloud to edge capabilities to support applications that operate in disconnected computing environments.
  - ***Couchbase Cloud to Enable Easy Management and Consumption of our Sophisticated Core Platform.*** Couchbase Cloud is our fully-managed cloud product built on Couchbase Server which enables enterprises to control their data, security and operational costs while avoiding vendor

lock-in on their IaaS provider. We believe that there is a substantial opportunity for turnkey deployment of our platform so that enterprises can focus on their strategic business objectives and innovation rather than managing a database. Couchbase Cloud enables application developers to try our platform as part of their evaluation process, and we believe such free trials clearly present our platform's compelling and unique functionality.

- ***Building out a Strong Enterprise Go-to-Market Motion and Growing Mindshare among Application Developers***

  - ***Expand within our Existing Customers.*** Many of our customers initially deploy our database platform for initial applications as a cache or source of truth. As these customers realize the benefits of our platform, they may choose to deploy Couchbase as a system of record for their mission-critical applications. Our platform is built for customers to consolidate multiple point solutions from caching to a document database into a single high performance, reliable, scalable and agile platform.

    To facilitate minimal disruption and frictionless adoption, we enable the migration microservice by microservice away from legacy relational databases onto Couchbase. Our dollar-based net retention rate was % in fiscal 2020 and was % in fiscal 2021, highlighting our success with existing customers. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Dollar-Based Net Retention Rate" for information about how we calculate dollar-based net retention rate.

  - ***Further Grow Our Customer Base to Add New Customers.*** Our go-to-market motion is built on a highly instrumented direct selling motion to enterprises for mission-critical applications. Our "sell-to" motion focuses on capturing the top down strategic demands of enterprises through enterprise architects. As part of our selling motion, we also partner with CSPs, ISVs, global and regional SIs and other vendors in the technology ecosystem. We believe our partners see Couchbase as a core part of delivering modern applications.

    We are also working on growing our "buy-from" selling motion through application developers, who are a key constituent driving digital transformation within their companies. We look to increase our impact with application developers through events and conferences, where we showcase the latest technologies and use cases of our platform. Couchbase Cloud provides flexible, highly available, differentiated economical options with low entry barriers to capture new customers. We believe that Couchbase Cloud will help build more awareness of the unique capabilities of the Couchbase platform and also make us more effective with application developers.

- ***Building World-Class Teams.*** Couchbase's foundation is built on the twin pillars of culture and people. We believe that we employ the best talent in the industry and enable our employees to do the best and most fulfilling work within a culture we believe in and care about deeply.

  - ***Culture.*** We believe our culture is critical to our success and has delivered tangible financial and operational benefits. Our values are at the core of everything we do. We work relentlessly to make Couchbase team members feel valued so they can then work together to create value for our customers, partners and stockholders.

  - ***People.*** As Couchbase continues to evolve and grow, we intend to maintain our focus on building world-class teams by hiring the best talent available and giving them the resources and tools required to succeed. We believe that there is a significant opportunity to continue to expand the use of our platform outside the United States and scale up our team. In fiscal 2021, revenue generated outside of the United States was approximately % of our total revenue. We intend to continue to expand our sales and drive adoption of our platform globally while scaling up our team to serve our global customer operations.

Our Products

Our next-generation database and platform is designed for the requirements of enterprises who need performance, reliability, scalability and agility and for an easy transition from legacy relational databases to our platform.

Couchbase Server

Couchbase Server, our flagship product, is a full-featured, multi-service NoSQL database. With features like memory-first architecture, geo-distributed deployments and workload isolation, Couchbase Server excels at supporting mission-critical applications at scale while allowing for sub-millisecond latencies and five-nines availability. Unlike most NoSQL databases, Couchbase provides a comprehensive SQL-compatible query language, N1QL, that allows for a wide array of data manipulation functions. Couchbase also supports ACID transactions to preserve data integrity. Couchbase Server can be deployed on-premise or on any cloud. Its XDCR allows it to bi-directionally support multiple data centers or cloud regions.

Couchbase Mobile

Couchbase Mobile includes Couchbase Lite, a full-featured embedded NoSQL database for mobile and edge devices that enables an always-on experience with high data availability, even without internet connectivity. Couchbase Mobile also includes Couchbase Sync Gateway, a synchronization gateway that allows for secure data sync between mobile devices and the backend data store. Capacity can also be added at every tier—on the device, over the internet and in the cloud—to easily scale to millions of users as demand grows. Our Couchbase Lite Community Edition is designed around the popular embedded database, SQLite, and offers a robust query API and SQL-based semantics, indexing support, full-text search, analytics and eventing. Our Enterprise Edition builds on top of the robust functionality included in the Community Edition, and includes features such as encryption, peer-to-peer inter-device sync, on-device failover, predictive query API for machine learning predictions, delta sync for optimized data transfer and more.

Couchbase Cloud

Couchbase Cloud is a fully-managed, automated and secure DBaaS that simplifies database management by deploying, managing and operating Couchbase Server across cloud environments with just a few clicks. Couchbase Cloud is flexible, highly available and provides a differentiated and economical option for enterprises looking to reduce operational tasks while taking advantage of the performance advantage of Couchbase Server and powerful NoSQL technology. Couchbase Cloud offers emerging best practices of transparent in-virtual private cloud and virtual network deployment, which secures and isolates data under a customer's control.

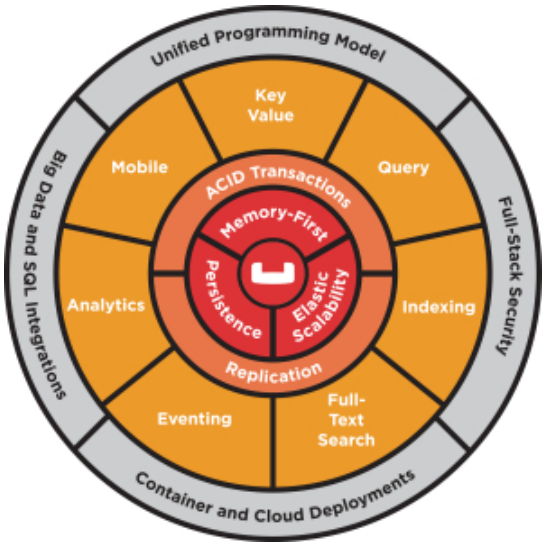
Our Technology

We have taken a long-term approach in building our platform, enabling enterprises with the highest requirements to use Couchbase for their mission-critical applications. A core tenant of our development is committing to the highest standards and building a solution underpinned by key architectural decisions to sustain platform differentiation. In doing so, we have overcome some of the most challenging computer science problems in database technologies. We have not taken shortcuts that would compromise our performance for time-to-market advantages. Instead, we focus our innovation on not only solving modern data problems, but delivering solutions with elegance to our customers. For example, we architected our platform to be truly shared nothing, meaning that it is entirely distributed at every tier without a primary-replica architecture that legacy relational databases and other NoSQL databases utilize. Consequently, we believe our platform will continue to perform even as continued digital transformation leads to ever-growing data and user requirements.

Core Architecture

Couchbase is a memory-first, network-centric, shared-nothing, auto-partitioned and distributed cloud-native NoSQL database platform that offers integrated data access to enable enterprise architects and application

developers to address the requirements of modern applications and to take advantage of cloud infrastructure. We have incorporated the following core design principles into our platform architecture:



Memory-First

Couchbase is architected as a shared-nothing distributed database, leveraging fast memory and network to replicate data within a cluster and across data centers to achieve data resiliency and high availability at scale. With topology-aware clients and an integrated object cache, Couchbase can achieve sub-millisecond latency, which we believe eliminates the need for a secondary in-memory product as required with other databases. The integrated object cache reduces overall system complexity for development and operations and helps reduce TCO.

Persistence

Couchbase enables write operations to happen at memory and network speed while asynchronously processing persistence, replication and index management. Spikes in write operations do not block read or query operations, while background processes will persist and replicate data rapidly without slowing down the rest of the system. This enables the system to maintain sub-millisecond latency even as the system scales to support higher workloads. Durability and consistency options are available to allow application developers to decide when and where to increase latency in exchange for stricter durability and consistency guarantees.

Elastic Scalability

Couchbase is architected to leverage the elasticity of cloud infrastructure and run on a cluster of commodity servers. As nodes are added or removed from a cluster, data and its replicas are automatically redistributed across the available nodes, without any interruptions to operational workloads and any manual interventions by administrators. Automatic data partitioning reduces operational complexity relative to other NoSQL databases that require users to manually specify how to partition data based on access patterns.

With our MDS technology, administrators can control the scalability of the services (data, query, indexing, search, eventing and analytics) individually based on their workload characteristics. With MDS, hardware can be optimized and provisioned based on the workload, making for more efficient use of compute, storage and network resources. We believe this enables Couchbase to deliver high performance with lower TCO.

ACID Transactions

By using our smart clients for collaborative transaction management, our platform does not require a centralized transaction monitor or distributed lock manager. With our architecture, transactions are partition-agnostic and do not require any special manipulation of data placements. The transaction semantics are honored for any document no matter where it physically resides in the cluster.

An advantage of Couchbase transactions is that customers are able to maximize platform performance by choosing when to use them. Customers can interleave operations that require strong ACID guarantees with those that do not to get both the performance and scale of a NoSQL system and the transactional guarantees of a traditional database. This gives customers the power to decide when to pay the transaction cost rather than having the database impose it unconditionally for every operation.

Distributed Replication

One of the key advantages of Couchbase is the built-in capability to distribute data and its replicas across multiple servers to support the 24x7 uptime requirements of mission-critical applications. Data and its replicas are intelligently placed across multiple racks and availability zones to protect against infrastructure failures. Couchbase also supports XDCR for high availability and disaster recovery to protect against large-scale data center failures. While traditionally data is replicated in minutes based on batch transfer of transaction logs, with Couchbase the data loss window is greatly reduced as data is replicated in real time from memory to memory in milliseconds.

Single Unified Platform

Similar to how a smartphone provides an order of magnitude improvement in simplicity and management by consolidating a telephone, music player, GPS navigator and web browser, we set out to consolidate multiple layers and components commonly used to develop an application into an integrated platform. With our memory-first architecture, we consolidated the distributed caching layer into the platform. We also consolidated the key-value store, document database, search engine and analytic database into a single integrated platform. These capabilities are available with a unified programming model, uniform DevOps automation and consistent security controls. The core capabilities of our platform include:

Key Value

Our platform can support millions of key-value lookups with sub-millisecond latency without requiring a secondary caching layer.

Query

Couchbase extends SQL, the standard query language used in the relational world, to support the JSON data model, retaining the benefits of SQL, including its high-level declarative nature, while allowing it to handle the more complex data structures commonly found in modern web, mobile and IoT applications.

Indexing

Indexes provide efficient means to query data without scanning the entire database. Indexes can be partitioned independently and as new requirements arise, applications can create new indexes with their own partition keys without affecting the performance of existing queries. With data and index separation, applications can add as many indexes as needed without affecting write latency.

Full-Text Search

Application developers can easily add powerful and flexible search capabilities to their applications, without the complexity of installing and managing a separate search engine. Our platform integrates full-text search with

its query service to allow application developers to use full-text search queries directly within an SQL query, eliminating the need to write complex code to process and combine the results from separate SQL and search queries.

Eventing

Eventing is a highly available, performant and scalable service which enables user-defined business logic to be invoked in real time on the server when application interactions create changes in the data. Eventing makes it easy to develop, deploy and maintain data-driven business rules from a centralized platform, eliminating the complexity with maintaining and updating business rules in all applications consistently.

Analytics

With the Couchbase Analytics service, our parallel data management capability for Couchbase Server designed to efficiently run complex queries, Couchbase Server is able to support hybrid operational/analytical workloads. Users can run ad hoc analytical queries on operational data using a Massively Parallel Processing query engine, without impacting operational application performance or requiring the movement of data to a secondary analytics solution. The Couchbase Analytics service also allows quick ingestion of operational data, making it immediately available for analytical queries.

Develop with Agility, Deploy at Scale, Run Anywhere

The Couchbase platform and its integrated services are designed to enable application developer agility, while making it easy to secure, deploy and manage global deployments at scale.

Uniform Programming Model

With a single connection through our Couchbase Developer Application Toolkit, application developers can access all the Couchbase services using our client software development kits, or SDKs, in language-specific APIs with uniform syntax. Unlike other NoSQL databases, applications written on a laptop against a single-node development cluster will run without any code changes when deployed on a multi-node production cluster in which the data is automatically shared.

N1QL: Big Data and SQL Integration

Couchbase integrates easily with the big data and SQL ecosystem of an enterprise. Current supported integrations include Spark, Kafka, Elasticsearch and BI/ETL tools via CData connector such as Tableau, PowerBI, Talend and Informatica, among others.

Container and Cloud Deployments

Couchbase on containers and Kubernetes provides a powerful cloud-native data platform with autonomous database management capabilities, including automated deployments, auto-scaling based on workloads, scheduled backups and automated upgrades. Our Couchbase Autonomous Operator enables the DevOps team to run Couchbase through a Kubernetes platform and provides freedom from cloud vendor lock-in and supports hybrid and multi-cloud strategies.

Full-Stack Security

Couchbase provides end-end enterprise-level security for data everywhere—on the wire, on the device, in the cloud and in the data center. While the requirement to secure data remains unchanged, the security requirements differ at each layer. The Couchbase Data Platform is designed with all of these requirements in mind to simplify security enforcement and compliance.

Our Customers

Many of the world's largest and most iconic companies are Couchbase customers. As of January 31, 2021, our customers comprised over % of the Fortune 100 and of the Forbes Global 2000.

As of January 31, 2021, we had over customers across more than countries. We have been adopted by enterprises across a wide range of industries. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Customers" for information about how we calculate the number of customers.

We have been successful in bringing enterprises onto our platform and growing with them as they realize its benefits. ARR attributed to our customers with ARR of $ or more grew from as of January 31, 2020 to as of January 31, 2021. ARR attributed to our customers with ARR of $ or more grew from as of January 31, 2020 to as of January 31, 2021. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics—Annual Recurring Revenue" for a description of how we calculate ARR.

Marketing, Sales and Partners

Our marketing, sales and partner organizations work closely together to drive market awareness and adoption of our technology and services, build new business pipelines and develop strong customer and partner relationships to drive revenue growth.

Our go-to-market strategy is driven by the strength and innovation of our platform, as well as customer demand. The breadth and flexibility of our industry-leading, differentiated technology allows us to market to multiple constituents throughout an organization, including our two primary target audiences: enterprise architects and application developers.

We have two major avenues to drive customer adoption: through our mature enterprise "sell-to" motion and through our evolving application developer generated "buy-from" motion. Our highly-instrumented "sell-to" model aligns marketing investments with sales capacity to deliver sufficient pipeline creation to meet our business goals, taking into consideration lag times, sales cycle duration and conversion at each stage through the funnel. We have built a sales organization that understands the strategic needs of enterprises as well as a marketing organization that emphasizes our enablement of digital transformation through our no-compromises approach to performance, resiliency and scale and TCO savings. Our "buy-from" motion is fueled by a range of product-led growth initiatives targeting our application developer community to drive adoption. For example, we offer free Community Editions of some of our products, free trials of the Enterprise Edition of Couchbase Server and Couchbase Cloud products and a web browser-based demonstration version of Couchbase Server to further accelerate application developer adoption. We believe these offerings lead to future purchases of the Enterprise Edition.

Our marketing, sales and partner organizations include field sales, inside sales, sales development, sales enablement, sales engineering, customer success, professional services, training, partner and marketing personnel.

Marketing

Our marketing efforts are focused on building our brand reputation as well as generating interest and demand for our platform from our two primary target audiences: enterprise architects and application developers. In addition, due to the broad set of capabilities of our platform, we also market our value proposition to many other key functions, such as operational and technical teams, that work with and support our two primary target audiences. We do this through a combination of awareness building, digital and field-based demand generation, including user and customer advocacy, and partner co-marketing.

We have designed our marketing initiatives to combine top-of-funnel tactics to expand our database of marketable contacts and bottom-of-funnel programs to deliver a consistent flow of qualified leads to our sales organization. We customize our marketing initiatives to most effectively engage our different target audiences, recognizing that they each have specific interests and goals and different ways that they engage with our platform on behalf of their organizations.

For enterprise architects and the key functions that support them, we focus our efforts on helping them to discover the strategic value that Couchbase can bring and its ability to accelerate digital transformation projects and help organizations scale. As part of these efforts, we invest in a variety of earned, owned and paid media to raise awareness of our platform and deliver targeted content to demonstrate thought leadership and increase our brand reputation. We focus on our enablement of digital transformation through our no-compromises approach to performance, resiliency, scalability, agility and TCO savings.

Our messaging to application developers focuses on how we improve their ability to build responsive and flexible applications that scale effortlessly, thanks to our flexible schema for continuous delivery, easy SQL-friendly query language, fully integrated SDKs for multiple popular programming languages and peer-to-peer syncing for mobile and edge computing. In recognition of the importance of the application developer community to our long-term growth, we are increasingly investing in initiatives to improve the application developer experience and increase engagement with Couchbase. Our efforts are focused on enabling application developers to use, experiment with and evaluate our platform as frictionlessly as possible.

Once we have identified qualified leads, we utilize nurture campaigns to accelerate sales cycles. We also use advanced predictive analytics and attribution tools to improve our targeting efforts and maximize the effectiveness of our demand generation investments, and ultimately, improve the return-on-investment from our marketing activities.

We plan to continue to invest in our marketing organization to increase awareness of our platform and grow our pipeline of sales opportunities.

Sales

We primarily sell through our direct sales force, which consists of field professionals and inside sales personnel. Our sales organization is generally segmented based on account size, geography and, in our larger geographic markets, by industry vertical. We have customers in over countries. To reach potential customers, we have built a significant field presence across the Americas, EMEA and APAC.

While we sell to organizations of all sizes across a broad range of industries, our key focus is on enterprises that invest more heavily in software application development and deployment. These organizations are increasingly investing in digital transformation and moving from legacy IT architectures, which create a greater need to have operational databases that can effectively and efficiently support mission-critical applications. Selling to such organizations may also involve long, complex sales cycles, for which we have architected a well-instrumented enterprise sales model to support.

Our direct sales force includes sales engineers with deep technical expertise who provide pre-sales demonstrations to help prospective customers identify key use cases, as well as pre-sales technical support and solutions engineering for our customers. Our sales organization also leverages support from the strength of our customer advocacy. Many of our existing customers, including industry leaders across multiple verticals, are willing to actively engage as references and participate in our sales efforts.

Once adopted, usage of our database often rapidly expands across the enterprise. The integrated functionality and flexibility of our platform allows customers to extend node usage within existing use cases as well as expand our platform to new use cases. Our customer success team is a key driver of this land-and-expand

model and engages with customers to help ensure that they are receiving value from our platform while also supporting a growing relationship over time by proactively guiding our customers to realize other strategic and transformative use cases and adopt our services. Our larger customers have specific customer success managers that track their monthly adoption of Couchbase products and services and map the value they are receiving on our platform. Our customer success team has also developed a Customer 360 platform that provides key internal stakeholders a common view of product adoption and a consistent customer engagement model across all lines of business.

Our land-and-expand efforts are also supported by our professional services and training organizations. Our professional services organization consists of subject matter experts that focus on helping customers accelerate their time to production and time to value. In particular, our professional services organization focuses on helping application developers with tooling, designing and optimizing their use of our SDK, advising architects on modernizing and effecting their database migration strategies and advising administrators on best practices for database operational management and monitoring. Our training team provides a full range of both free and paid training for architects, application developers and administrators to accelerate the implementation process and help organizations drive rapid adoption and engagement with our platform. Our application developer training covers a range of programming languages and advanced topics such as data modeling. Our architect training covers database migration and database technology design, as well as mobile database architecture with Android and iOS. Our administrator training covers database operational monitoring, management and security.

We plan to continue to invest in our sales force to grow our customer base, both domestically and internationally, and to expand the use of our platform within existing customers.

Partners

We believe that strong engagement with our partner ecosystem affords us increased reach and greater distribution of our platform. Our PartnerEngage program, which serves as our umbrella program is tailored to enable our partners to deliver an excellent experience for customers while achieving profitable growth. For our customers, PartnerEngage provides more options and enhanced availability to reach Couchbase.

Our partner efforts are focused on the following:

- *Cloud Service Providers*. CSPs are increasingly utilized by our customers to deliver IaaS and Platform-as-a-Service, such as DBaaS. We partner with major CSPs on joint marketing programs and co-sell initiatives.
- *Independent Software Vendors*. We work with ISVs to embed or bundle our platform with the applications or other solutions offered by ISVs to their customers.
- *Systems Integrators*. SIs incorporate Couchbase into technology solutions, both across and within specific verticals, and offer professional services to assist customers with application development, platform and cloud migrations and adoption.
- *Technology Partners*. We have a robust ecosystem of technology partners with partner-validated integrations with Couchbase. We develop joint solutions and go-to-market motions with these partners.

In addition, we have developed partnerships with managed service providers and local and regional resellers.

Our Culture and People

We believe the foundation of our current and future success is our world-class organization, which combines our exceptional people with a culture we believe in and care deeply about. We are building a company that we are proud of, focusing on how we do things as much as on what we do.

Our Values

Our values are the bedrock of our culture, weaving together elements of our past, present and future into a framework comprised of two foundational pillars and six beliefs. Our values stand as a guide for our intentions, behaviors, decisions, strategies and actions.

Be Valued

- *Be a Good Human, Always*. Be authentic. Assume and act with positive intent, even in tough times. Eliminate bias, foster inclusion. Be your best self. Smile.
- *Act with Uncompromising Integrity, Period*. Do the right thing, every time. Build trust with all constituents. Be honest and transparent. Do what you say. Be proactive.
- *Serve Your Family, As Defined by You*. Put your family first. Let the company work for you in times of need. Help your family benefit through the company's success.

Create Value

- *Attack Hard Problems, Driven by Customer Outcomes.* Be courageous and innovative. Satisfy unmet, underserved needs. Deliver technical excellence and honesty. Enable transformations.
- *Play to Win, Together.* Plan for success. Put in the work, be proud of it. Balance confidence and humility. Never lose alone. Be a great teammate. Celebrate.
- *Make Tomorrow Better than Today, Start Now*. Have a bias for action. Execute with intensity and urgency. Know you have an impact. What we do matters. Enjoy the journey.

We work relentlessly to make Couchbase team members feel valued so they can then work together to create value for our customers, partners and stockholders. In a world where career choices for high performers are plentiful, we believe our culture is why top talent choose to join and stay at Couchbase. Couchbase culture is woven into the fabric of our hiring, onboarding, development, promotion and recognition practices. It is also the driving force behind Couchbase Cares, our multifaceted internal program that supports global diversity, inclusion and belonging, sustainability, philanthropy, volunteering and employee wellness priorities. In addition, our culture guides Couchbase's total rewards strategy, which includes compensation, benefits, office and lifestyle perks, workplace experience and safety and career growth programs and will continue to be a sustainable competitive advantage as we attract, develop and retain the highly-skilled talent necessary to execute on our business growth strategies.

There are many ways we measure the health of our culture and how others embrace and engage with it, including the following:

- In February 2021, we had a 97% recommendation rating, a company rating of 4.8 out of 5 and a 99% CEO approval on Glassdoor.
- The San Francisco Business Times and Silicon Valley Business Journal recognized Couchbase in their 2020 Best Places to Work rankings, including ranking us as #1 for the 2020 Workplace Wellness Award for mid-sized companies.
- Battery Ventures listed us among the 25 Highest-Rated Private Cloud Computing Companies to Work for During the COVID Crisis.

As of January 31, 2021, we had a total of employees located in countries, including in sales and marketing, in research and development and in general and administrative functions. We also engage contractors and consultants as needed to support our operations.

In certain countries in which we operate, we are subject to, and comply with, local labor law requirements which may automatically make our employees subject to industry-wide collective bargaining agreements. None of our U.S. employees are represented by a labor union or covered by a collective bargaining agreement with respect to their employment with us. We have not experienced any work stoppages and we consider our relations with our employees to be good.

Research and Development

Our research and development organization is responsible for the research, design, architecture, development, testing and quality of our platform as well as the continued maintenance and improvement of our existing products. Our research and development organization consists of platform and cloud engineering, product management, quality engineering and performance engineering teams.

Our software development process is based on iterative releases leveraging small functional teams. Our small development teams enable greater agility and efficiency to develop new features and enhance our existing products.

Our research and development organization is primarily located in the United States, the United Kingdom and India as well as remotely distributed across the globe, which we believe is a strategic advantage for us, allowing us to develop and expand our technology capabilities more efficiently.

We believe continued investment in our technology, including investment in our platform and bringing new products to market, is important to attaining our strategic objectives. Our research and development expenses were $31.7 million and $ million in fiscal 2020 and 2021, respectively.

Intellectual Property

Our success depends, in part, upon our ability to protect our intellectual property rights with respect to our technology, inventions, improvements, proprietary rights and other assets. We seek to accomplish that objective by obtaining intellectual property rights in, and protecting such assets through, a combination of patent applications, copyrights, registered and unregistered trademarks, trade secrets, license agreements, confidentiality procedures, non-disclosure agreements, intellectual property assignment agreements and other contractual measures. However, intellectual property laws and contractual restrictions provide only limited protection. For example, we do not have any issued patents related to our products, technology, processes and systems, and we rely upon unpatented trade secrets, confidential know-how and confidentiality agreements with our employees, consultants, developers, partners and vendors to protect such proprietary rights. We have experienced and may in the future experience unauthorized access of our proprietary source code, confidential information and know-how. We have initiated and may in the future initiate litigation regarding trade secret misappropriation, but enforcing a claim that a party illegally disclosed or misappropriated a trade secret or know how is difficult, expensive and time-consuming, and the outcome is unpredictable. As of , we owned pending U.S. patent applications, U.S. provisional patent application and pending PCT application. Any patents that may issue from our pending applications in the United States and other jurisdictions are scheduled to expire beginning in , excluding any additional term for patent term adjustments or extensions. In addition, as of , we owned registered trademarks in the United States and registered trademarks in non-U.S. jurisdictions. Finally, we have registered domain names for websites that we use in our business, including www.couchbase.com. Information contained on, or accessible through, our website does not constitute part of this prospectus and inclusions of our website address in this prospectus are inactive textual references only. You should not consider information contained on our website to be part of this prospectus or in deciding whether to purchase shares of our common stock.

We intend to pursue additional intellectual property protection to the extent we believe it would be beneficial and cost-effective. Despite our efforts to protect our intellectual property rights, such rights may be

invalidated, circumvented or challenged. Our industry is characterized by the existence of a large number of patents and frequent claims and related litigation based on allegations of patent infringement or other violations of intellectual property rights. We believe that competitors will try to develop products that are similar to ours and that may infringe our intellectual property rights. Our competitors or other third parties may also claim that our platform and other solutions infringe their intellectual property rights. In particular, some companies in our industry have extensive patent portfolios. From time to time, third parties have asserted in the past and may in the future assert claims of infringement, misappropriation and other violations of intellectual property rights against us or our customers, with whom our agreements may obligate us to indemnify them against these claims. Successful claims of infringement by a third party could prevent us from offering certain products or features, require us to develop alternate, non-infringing technology, which could require significant time and during which we could be unable to continue to offer our affected products or solutions, require us to obtain a license, which may not be available on reasonable terms or at all, or force us to pay substantial damages, royalties or other fees.

Our products, including the Enterprise Edition of our Couchbase platform, include software that is licensed to us by third parties authors under open source licenses, and we expect to continue to incorporate such open source software in our products in the future. Although most of our code is developed in-house, we also contribute to and receive a limited amount of contributions from the open source developer community. Use and distribution of open source software may entail greater risks than use of third-party commercial software because open source projects may have vulnerabilities and architectural instabilities and also because open source licensors generally provide their software on an “as-is” basis and do not provide support, warranties, indemnification or other contractual protections regarding infringement claims or the quality of the code.

We have also elected to make core portions of our source code available on an open source basis to facilitate adoption, as well as collaboration and participation, from our application developer community, but this may also enable others to compete more effectively. It is possible for new and existing competitors, including those with greater resources than ours, to develop their own open source software or hybrid proprietary and open source software offerings, potentially reducing the demand for, and putting price pressure on, our products. In addition, the public availability of such software may make it easier for others to compromise our products. Some competitors make open source software available for free download or use or may position competing open source software as a loss leader. We may not be able to compete successfully against current and future competitors, and competitive pressure or the availability of open source software may result in price reductions, reduced revenue and gross margins and loss of market share. Our use of open source software may also limit our ability to assert certain of our intellectual property and proprietary rights against third parties, including competitors, who access or use software or technology that we have contributed to such open source projects.

See the section titled “Risk Factors—Risks Related to Our Intellectual Property and Open Source” for information regarding risks related to our intellectual property and our use of open source.

Compliance with Government Regulation

We are subject to various federal, state, local and foreign laws and regulations, including those relating to data privacy, security and protection, intellectual property, employment and labor, workplace safety, consumer protection, anti-bribery, import and export controls, immigration, federal securities and tax. In addition, we are subject to various laws and regulations relating to the formation, administration and performance of contracts with our customers in heavily regulated industries and the public sector, which affect how we and our partners do business with such customers. Additional laws and regulations relating to these areas likely will be passed in the future, and these or existing laws and regulations may be interpreted or enforced in new or expanded manners, each of which could result in significant limitations on ways we operate our business. New and evolving laws and regulations, and changes in their enforcement and interpretation, may require changes to our platform, products, services or business practices, and may significantly increase our compliance costs and otherwise adversely affect our business and results of operations. As our business expands to include additional products and services, and our operations continue to expand internationally, our compliance requirements and costs may increase and we may be subject to increased regulatory scrutiny.

See the section titled “Risk Factors—Risks Related to Our Legal and Regulatory Environment” for additional information about the laws and regulations we are subject to and the risks to our business associated with such laws and regulations.

Competition

The market in which we operate is competitive and characterized by rapid changes in technology, customer requirements and industry standards and frequent introductions of new products and services. A number of other companies have developed or are developing products and services that compete with some or all of our products or have functionalities similar to those of our platform. These competing offerings may also be complimentary with ours and customers often deploy our platform alongside a competitor’s product. However, many of these competing products and services do not offer complete solutions—often they provide accessory solutions or a feature comparable to a component of our platform.

We primarily compete with established legacy database providers, such as Oracle, IBM and Microsoft, providers of NoSQL database offerings such as MongoDB, and cloud infrastructure providers with database functionalities, such as Amazon, Microsoft and Google. We expect competition to increase as other established and emerging companies enter our market, as customer requirements evolve and as new offerings and technologies are introduced.

We believe the primary factors of competition in our market include:

- effectiveness with both enterprise architects and application developers;
- platform functionality, including agility, flexibility and performance at scale;
- ease of deployment, management and operation;
- ability to enable flexible deployment across on-premise, cloud, hybrid and mobile environments;
- ability to handle massive and increasing data volumes;
- ability to provide best-of-breed solutions;
- ability to bundle and address a variety of evolving customer needs, requirements and use cases in one platform;
- ability to provide enterprise-class technology that is secure and reliable;
- variety of consumption models and offerings;
- price and TCO;
- strength of sales and marketing efforts; and
- brand awareness and reputation.

We believe we compete favorably on these factors.

We plan to continue to innovate and evolve our platform and technology to empower our customers. However, we could face significant risks to our business, financial condition and results of operations as a result of competition. For additional information, see the section titled “Risk Factors—Risks Related to Our Business and Operations—We face intense competition and if we are unable to compete effectively, our business, financial condition and results of operations would be adversely affected.”

Facilities

Our corporate headquarters is in Santa Clara, California, where we currently lease approximately 46,000 square feet under a lease agreement that expires in March 2025. We also lease facilities in the United States in San Francisco, California and internationally in Bangalore, India and London and Manchester, United Kingdom. We lease all of our facilities and do not own any real property.

We believe that our facilities are suitable to meet our current needs. However, we intend to expand our facilities and add new facilities as we add employees and enter new geographic markets, and we believe that suitable additional or alternative space will be available as needed to accommodate any such growth. We expect to incur additional expenses in connection with such new or expanded facilities.

Legal Proceedings

From time to time, we may be subject to legal proceedings and claims that arise in the ordinary course of business, as well as governmental and other regulatory investigations and proceedings. In addition, third parties may from time to time assert claims against us in the form of letters and other communications. We are not currently a party to any legal proceedings that, if determined adversely to us, would, in our opinion, have a material and adverse effect on our business, financial condition or results of operations. Future litigation may be necessary to defend ourselves, our partners and our customers, to determine the scope, enforceability and validity of third-party intellectual property and proprietary rights or to establish our intellectual property and proprietary rights. The results of any current or future litigation cannot be predicted with certainty and there can be no assurances that favorable outcomes will be obtained, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management attention and resources and other factors.

MANAGEMENT

Executive Officers and Directors

The following table provides information regarding our executive officers and directors as of January 31, 2021:

Name	Age	Position(s)
Executive Officers:		
Matthew M. Cain	43	President, Chief Executive Officer and Director
Gregory Henry	50	Senior Vice President and Chief Financial Officer
Margaret Chow	38	Senior Vice President, Chief Legal Officer and Corporate Secretary
Denis Murphy	56	Senior Vice President and Chief Revenue Officer
Non-Employee Directors:		
Edward T. Anderson	71	Director
Kevin J. Efrusy	48	Director
Jeffrey E. Epstein	64	Director
Alex Migon	41	Director
Rob Rueckert	47	Director
David C. Scott	58	Director
Richard A. Simonson	62	Director

(1) Member of our audit committee.
(2) Member of our compensation committee.
(3) Member of our nominating and corporate governance committee.

Executive Officers

Matthew M. Cain. Mr. Cain has served as our President and Chief Executive Officer and a member of our board of directors since April 2017. Prior to joining us, he served as President of Worldwide Field Operations for Veritas Technologies LLC, a data management company, from April 2016 to October 2016, and as its Executive Vice President and Chief Product Officer from October 2014 to March 2016. Mr. Cain also previously held a variety of senior leadership positions at Symantec Corporation, a security software company, from February 2012 to September 2014, and at Cisco Systems, Inc., a networking solutions company, from July 2000 to August 2003 and August 2005 to January 2012. Mr. Cain holds an M.B.A. from Stanford Graduate School of Business and a B.S. in Electrical Engineering from Northwestern University.

Mr. Cain was selected to serve on our board of directors because of the perspective and experience he brings as our President and Chief Executive Officer.

Gregory Henry. Mr. Henry has served as our Senior Vice President and Chief Financial Officer since November 2016. Prior to joining us, he served as Senior Vice President of Finance at ServiceNow, Inc., an enterprise operations software company, from May 2015 to November 2016. Prior to ServiceNow, Mr. Henry held various senior executive financial positions at General Electric Healthcare, a medical technology and solutions company, from September 2001 to May 2015. Previously in his career, he served as a Manager (Cash & Investments) at Legion Insurance Company, an insurance agency, from October 1998 to September 2001 and as an auditor at Ernst & Young LLP, an accounting firm, from January 1994 to October 1998. Mr. Henry holds a B.B.A. in Accounting from University of Wisconsin-Madison School of Business. He is also a C.P.A. (inactive).

Margaret Chow. Ms. Chow has served as our Senior Vice President, Chief Legal Officer and Corporate Secretary since March 2020. Prior to joining us, she was with Medallia, Inc., a customer experience management software company, from February 2014 to December 2019, where she served most recently as Vice President and Deputy General Counsel and advised the company through its initial public offering. Prior to Medallia, Ms. Chow served as Associate General Counsel at UsableNet, Inc., a website accessibility and digital transformation company, from April 2011 to January 2014. Previously in her career, Ms. Chow was an Associate at Davis Polk and Wardwell LLP, a law firm. Ms. Chow holds a J.D. from Yale Law School, a B.A. in Molecular Cell Biology—Biochemistry and Molecular Biology and a B.A. in Economics from University of California, Berkeley.

Denis Murphy. Mr. Murphy has served as our Senior Vice President and Chief Revenue Officer since June 2019. Prior to joining us, Mr. Murphy served as a strategic advisor to various early-stage privately-held companies from January 2014 to June 2019, and from May 2015 to October 2017, served as Vice President of Worldwide Sales at Nimble Storage, Inc., a flash storage technology company which was acquired by Hewlett Packard Enterprise Company in April 2017. Prior to Nimble Storage, Mr. Murphy held several leadership and management positions at Anaplan, Inc., a business planning and performance management software company, at Nicira Networks, Inc., a networking software company which was acquired by VMware, Inc. in September 2012, and at Riverbed Technology, Inc., a network technology company, from September 2003 to August 2013. Previously in his career, Mr. Murphy held various sales and account manager roles at EMC Corporation, an enterprise storage systems company, from May 1999 to January 2001 and at Mercury Interactive, an IT management software and services company, from July 1997 to May 1999. Mr. Murphy holds an M.B.A. in International Management from Thunderbird School of Global Management and a B.S. in Electrical Engineering from University of Massachusetts, Amherst.

Non-Employee Directors

Edward T. Anderson. Mr. Anderson has served as a member of our board of directors since January 2020. Mr. Anderson founded two venture capital firms, North Bridge Venture Partners in May 1993, where he currently serves as a Managing Partner focusing on early-stage high-tech companies, and North Bridge Growth Equity in February 2007. Mr. Anderson currently serves on the board of directors of Lyra Therapeutics, Inc., a biotechnology company. He also serves on the board of directors of several privately-held companies. Mr. Anderson holds an M.S. from Columbia Business School and a B.F.A. from University of Denver, where he has served on the board of trustees since 2011 and currently serves as chair on its Investment Committee.

Mr. Anderson was selected to serve on our board of directors because of his extensive experience as a venture capital investor, his knowledge of technology companies and his experience as a director of public companies.

Kevin J. Efrusy. Mr. Efrusy has served as a member of our board of directors since November 2008. Mr. Efrusy joined Accel Partners, a venture capital firm, in March 2003, where he currently serves as Partner focusing on software and consumer companies. Mr. Efrusy currently also serves on the board of directors of numerous privately-held companies. Mr. Efrusy holds an M.B.A. from Stanford Graduate School of Business, where he served on its management board from 2013 to 2019, and holds an M.S. and B.S. in Electrical Engineering and a B.A. in Economics from Stanford University.

Mr. Efrusy was selected to serve on our board of directors because of his extensive experience as a venture capital investor, his extensive experience as a director of publicly- and privately-held companies and his knowledge of technology companies.

Jeffrey E. Epstein. Mr. Epstein has served as a member of our board of directors since June 2015. Mr. Epstein is an Operating Partner at Bessemer Venture Partners, a venture capital firm, which he joined in November 2011, and a Co-Chief Executive Officer and Chief Financial Officer of Apex Technology Acquisition Corp., a blank check company formed for the purpose of mergers and acquisitions, which he joined in June 2019.

Mr. Epstein was Executive Vice President and Chief Financial Officer of Oracle Corporation, an enterprise software company, from September 2008 to April 2011. Prior to joining Oracle, Mr. Epstein served as chief financial officer of several public and private companies, including DoubleClick, an Internet advertising technology company which was acquired by Google LLC, at King World Productions, a television programming company which was acquired by CBS, and at Nielsen's Media Measurement and Information Group, a data and measurement company. Mr. Epstein has served on the board of directors of Poshmark, Inc., a social commerce marketplace company, since April 2018, on the board of directors and as lead independent director of Twilio Inc., a cloud communications company, since July 2017, on the board of directors of Shutterstock, Inc., a global provider of licensed imagery, since April 2012, and on the board of directors of Kaiser Permanente, a leading U.S. not-for-profit health care provider and health plan, since April 2013. Mr. Epstein holds a B.A. from Yale University and an M.B.A. from Stanford Graduate School of Business.

Mr. Epstein was selected to serve on our board of directors because of his experience as an executive and director of technology companies.

Alex Migon. Mr. Migon has served as a member of our board of directors since May 2020. Mr. Migon is a Managing Partner at GPI Capital, a growth equity investment firm, which he co-founded in April 2016. Prior to joining GPI Capital, Mr. Migon served as a Managing Director of Global Partnership Investing at BTG Pactual, an investment management firm, from April 2015 to May 2016. Prior to BTG Pactual, Mr. Migon served as a Portfolio Manager of Ontario Teachers' Pension Plan, a pension fund, from August 2010 to April 2015, as a Corporate Development Consultant at George Weston Limited, a food processing and distribution business, from May 2009 to August 2010, as an Associate at Moore Capital Management LP, an investment management firm, from September 2007 to February 2008 and as an Associate at Merrill Lynch, an investment bank, from March 2004 to August 2007. Mr. Migon holds a B.Comm. in Economics and Finance from University of Toronto and is a CFA charterholder.

Mr. Migon was selected to serve on our board of directors because of his extensive experience as a growth equity investor.

Rob Rueckert. Mr. Rueckert has served as a member of our board of directors since February 2016. Mr. Rueckert has been serving as Partner at Sorenson Capital Partners, a venture capital firm, since June 2015, where he leads the firm's growth-stage technology practice. Prior to joining Sorenson Capital, he served as Managing Director of Intel Capital, a venture capital division of Intel Corporation, from November 2001 to July 2015, where he managed and oversaw more than 25 exits from his portfolio, including four initial public offerings and multiple acquisitions by technology companies, including Google LLC, Microsoft Corporation, Oracle Corporation, Samsung Electronics Co., Ltd and Cisco Systems, Inc. Mr. Rueckert holds an M.B.A. from University of Chicago Booth School of Business and a B.S. in Information Systems from Brigham Young University.

Mr. Rueckert was selected to serve on our board of directors because of his extensive experience as a venture capital investor and his knowledge of technology companies.

David C. Scott. Mr. Scott has served as a member of our board of directors since September 2018. He founded Nebulon, Inc., a cloud-managed storage company, in May 2018, where he currently serves as Executive Chairman and serves on its board of directors. Mr. Scott has served on the board of directors of numerous privately-held companies since June 2015. Previously in his career, Mr. Scott served as Senior Vice President and General Manager of Hewlett-Packard Storage at Hewlett-Packard Company, an information technology company, from September 2010 to March 2015, and from January 2001 to September 2010, as President and Chief Executive Officer at 3PAR Inc., a data storage and IT company where Mr. Scott advised the company through its initial public offering and ultimately its acquisition by Hewlett-Packard Company in September 2010. Mr. Scott holds an Honorary Doctorate in Engineering and a B.S. in Computer Science and Mathematics with Honors from University of Bristol.

Mr. Scott was selected to serve on our board of directors because of his extensive experience as a director of publicly- and privately-held companies and his knowledge of technology companies.

Richard A. Simonson. Mr. Simonson has served as a member of our board of directors since June 2020. He has been serving on the board of directors of Electronic Arts Inc., a video gaming company, since August 2006, and several other privately-held companies. Mr. Simonson has also served as Managing Partner of Specie Mesa LLC, an investment and advisory firm that focuses on high-growth companies, since July 2018. He also served on the board of directors of Silver Spring Network, Inc., a privately-held smart grid company, from October 2009 to January 2018. Previously in his career, Mr. Simonson served as Executive Vice President and Chief Financial Officer of Sabre Corporation, a global travel and hospitality technology company, from March 2013 to July 2018, as President of Business Operations and Chief Financial Officer of Rearden Commerce, now known as Deem, Inc., a corporate travel management software company, from May 2011 to May 2012, and as General Manager, Executive Vice President and Chief Financial Officer at Nokia Corporation, a telecommunications company, from January 2004 to August 2010. Mr. Simonson holds an M.B.A. from University of Pennsylvania Wharton School of Business and a B.S. in Mining Engineering from Colorado School of Mines.

Mr. Simonson was selected to serve on our board of directors because of his significant operational experience as an executive with technology companies and his experience serving on the boards of directors of other publicly- and privately-held companies.

Family Relationships

There are no family relationships among any of our executive officers or directors.

Code of Business Conduct and Ethics

Our board of directors intend to adopt a code of business conduct and ethics that applies to all of our employees, officers and directors, including our Chief Executive Officer, Chief Financial Officer and other executive and senior financial officers. The full text of our code of business conduct and ethics will be posted on the investor relations page on our website. We intend to disclose any amendments to our code of business conduct and ethics, or waivers of its requirements, on our website or in filings under the Exchange Act.

Board of Directors

Our business and affairs are managed under the direction of our board of directors. Our board of directors currently consists of eight directors. Pursuant to our current restated certificate of incorporation and amended and restated voting agreement, our current directors were elected as follows:

- Mr. Cain was elected as the designee nominated by holders of our common stock;
- Messrs. Epstein and Scott were elected as the designees nominated by holders of our common stock and redeemable convertible preferred stock;
- Messrs. Efrusy and Anderson were elected as the designees nominated by holders of our Series A redeemable convertible preferred stock;
- Mr. Rueckert was elected as the designee nominated by holders of our Series F redeemable convertible preferred stock; and
- Messrs. Migon and Simonson were elected as the designees nominated by holders of our Series G redeemable convertible preferred stock.

Our amended and restated voting agreement will terminate and the provisions of our current restated certificate of incorporation by which our directors were elected will be amended and restated in connection with

this offering. After this offering, the number of directors will be fixed by our board of directors, subject to the terms of our amended and restated certificate of incorporation and amended and restated bylaws that will become effective immediately prior to the completion of this offering. Each of our current directors will continue to serve as a director until the election and qualification of their successor, or until their earlier death, resignation or removal.

Classified Board of Directors

We intend to adopt an amended and restated certificate of incorporation that will become effective immediately prior to the completion of this offering. Our amended and restated certificate of incorporation will provide that, immediately after the completion of this offering, our board of directors will be divided into three classes with staggered three-year terms. Only one class of directors will be elected at each annual meeting of stockholders, with the other classes continuing for the remainder of their respective three-year terms. Our current directors will be divided among the three classes as follows:

- the Class I directors will be and , and their terms will expire at the annual meeting of stockholders to be held in 2022;
- the Class II directors will be , and , and their terms will expire at the annual meeting of stockholders to be held in 2023; and
- the Class III directors will be , and , and their terms will expire at the annual meeting of stockholders to be held in 2024.

Each director's term will continue until the election and qualification of their successor, or their earlier death, resignation or removal. Any increase or decrease in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of our directors.

This classification of our board of directors may have the effect of delaying or preventing changes in control of our company.

Director Independence

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning his background, employment and affiliations, our board of directors has determined that , , , , and do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the listing standards of the . In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director, and the transactions involving them described in the section titled "Certain Relationships and Related Party Transactions."

Committees of the Board of Directors

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee. The composition and responsibilities of each of the committees of our board of directors is described below. Members will serve on these committees until their resignation or until as otherwise determined by our board of directors.

Audit Committee

Our audit committee consists of , and , with serving as chairperson, each of whom meets the requirements for independence under the listing standards of the and SEC rules and

regulations. Each member of our audit committee also meets the financial literacy and sophistication requirements of the listing standards of the . In addition, our board of directors has determined that and are audit committee financial experts within the meaning of Item 407(d) of Regulation S-K under the Securities Act. Following the completion of this offering, our audit committee will, among other things:

- select a qualified firm to serve as the independent registered public accounting firm to audit our financial statements;
- help to ensure the independence and performance of the independent registered public accounting firm;
- discuss the scope and results of the audit with the independent registered public accounting firm, and review, with management and the independent registered public accounting firm, our interim and year-end results of operations;
- develop procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- review our policies on risk assessment and risk management;
- review related party transactions; and
- approve or, as required, pre-approve, all audit and all permissible non-audit services, other than de minimis non-audit services, to be performed by the independent registered public accounting firm.

Our audit committee will operate under a written charter, to be effective prior to the completion of this offering, that satisfies the applicable rules and regulations of the SEC and the listing standards of the .

Compensation Committee

Our compensation committee consists of , and , with serving as chairperson, each of whom meets the requirements for independence under the listing standards of the and SEC rules and regulations. Each member of our compensation committee is also a non-employee director, as defined pursuant to Rule 16b-3 promulgated under the Exchange Act, or Rule 16b-3. Following the completion of this offering, our compensation committee will, among other things:

- review, approve and determine, or make recommendations to our board of directors regarding, the compensation of our executive officers;
- administer our equity compensation plans;
- review and approve and make recommendations to our board of directors regarding incentive compensation and equity compensation plans; and
- establish and review general policies relating to compensation and benefits of our employees.

Our compensation committee will operate under a written charter, to be effective prior to the completion of this offering, that satisfies the applicable rules and regulations of the SEC and the listing standards of the .

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee consists of , and , with serving as chairperson, each of whom meets the requirements for independence under the listing standards of the and SEC rules and regulations. Following the completion of this offering, our nominating and corporate governance committee will, among other things:

- identify, evaluate and select, or make recommendations to our board of directors regarding, nominees for election to our board of directors and its committees;

- evaluate the performance of our board of directors and of individual directors;
- consider and make recommendations to our board of directors regarding the composition of our board of directors and its committees;
- review developments in corporate governance practices;
- evaluate the adequacy of our corporate governance practices and reporting; and
- develop and make recommendations to our board of directors regarding corporate governance guidelines and matters.

Our nominating and corporate governance committee will operate under a written charter, to be effective prior to the completion of this offering, that satisfies the applicable listing standards of the .

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is or has been an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee (or other board committee performing equivalent functions) of any entity that has one or more of its executive officers serving on our board of directors or compensation committee.

Non-Employee Director Compensation

Our employee director, Mr. Cain, has not received any compensation for his services as a director for the year ended January 31, 2021. The compensation received by Mr. Cain as an employee is set forth in the section titled "Executive Compensation—Summary Compensation Table."

The following table provides information regarding the compensation of our non-employee directors for service as directors for the year ended January 31, 2021:

Name	Fees Earned or Paid in Cash ($)	Option Awards(1)(2) ($)	Non-Equity Incentive Plan Compensation ($)	All Other Compensation ($)	Total ($)
Edward T. Anderson	—	—	—	—	—
Kevin J. Efrusy	—	—	—	—	—
Jeffrey E. Epstein	—	119,450	—	—	119,450
Khai Ha(3)	—	—	—	—	—
Alex Migon	—	—	—	—	—
Rob Rueckert	—	—	—	—	—
David C. Scott	—	—	—	—	—
Richard A. Simonson	—	238,900	—	—	238,900

(1) The amounts reported in the "Option Awards" column represent the aggregate grant-date fair value of the stock options granted to our directors in fiscal 2021, calculated in accordance with ASC Topic 718, rather than the amounts paid or realized by such directors. The assumptions used in calculating the grant-date fair value of the stock options reported in this column are set forth in Note 10 to our consolidated financial statements included elsewhere in this prospectus.

(2) The following table lists all outstanding equity awards held by non-employee directors as of January 31, 2021:

Name	Grant Date(a)	Number of Shares Underlying Option Awards (#)	Option Exercise Price ($)	Option Expiration Date
Edward T. Anderson	—	—	—	—
Kevin J. Efrusy	—	—	—	—
Jeffrey E. Epstein	6/23/2020	100,000(b)	3.10	6/23/2030
	6/8/2015	304,058(c)	2.06	6/8/2025
Khai Ha	—	—	—	—
Alex Migon	—	—	—	—
Rob Rueckert	—	—	—	—
David C. Scott	12/12/2018	304,058(d)	2.98	12/12/2028
Richard A. Simonson	6/23/2020	200,000(e)	3.10	6/23/2030

(a) Each of the outstanding equity awards listed in the table above was granted pursuant to our 2018 Plan or our 2008 Plan, as applicable.
(b) The shares underlying this option are immediately exercisable and vest as to 1/48th of the total shares on a monthly basis from December 1, 2019, subject to Mr. Epstein's continued service as our director and subject to acceleration upon a change in control (as defined in the award agreement).
(c) The shares underlying this option vest as to 1/48th of the total shares on a monthly basis from June 3, 2015, subject to Mr. Epstein's continued service as our director and subject to acceleration upon a combination transaction (as defined in the award agreement).
(d) The shares underlying this option vest as to 1/48th of the total shares on a monthly basis from September 20, 2018, subject to Mr. Scott's continued service as our director and subject to acceleration upon a change in control (as defined in the award agreement).
(e) The shares underlying this option are immediately exercisable and vest as to 1/48th of the total shares on a monthly basis from June 23, 2020, subject to Mr. Simonson's continued service as our director and subject to acceleration upon a change in control (as defined in the award agreement).

(3) Mr. Ha became a member of our board of directors in May 2020 and resigned from our board of directors in June 2020.

Outside Director Compensation Policy

Prior to the completion of this offering, we intend to adopt an outside director compensation policy that provides for compensation payable to our non-employee directors following this offering. From time to time, we have granted equity awards to certain non-employee directors to entice them to join our board of directors and for their continued service on our board of directors. We reimburse our non-employee directors for necessary and reasonable expenses associated with attending meetings of our board of directors or its committees.

EXECUTIVE COMPENSATION

Our named executive officers, consisting of our principal executive officer and the next two most highly compensated executive officers, as of January 31, 2021 were:

- Matthew M. Cain, our President and Chief Executive Officer and Director;
- Margaret Chow, our Senior Vice President, Chief Legal Officer and Corporate Secretary; and
- Denis Murphy, our Senior Vice President, Chief Revenue Officer.

Summary Compensation Table

The amounts below represent the compensation awarded to or earned by or paid to our named executive officers for the year ended January 31, 2021:

Name and Principal Position	Fiscal Year	Salary ($)	Bonus ($)	Option Awards(1) ($)	Non-Equity Incentive Plan Compensation(2) ($)	All Other Compensation(3) ($)	Total ($)
Matthew M. Cain *President and Chief Executive Officer*	2021	400,000	—	895,875	100,000	1,500	1,397,375
Margaret Chow *Senior Vice President, Chief Legal Officer and Corporate Secretary*	2021	275,000	25,000(4)	489,745	35,533	3,000	828,278
Denis Murphy *Senior Vice President and Chief Revenue Officer*	2021	270,000	—	—	135,000	1,533	406,533

(1) The amounts reported in the "Option Awards" column represent the aggregate grant-date fair value of the stock options granted to our named executive officers in fiscal 2021, calculated in accordance with ASC Topic 718, rather than the amounts paid or realized by such named executive officers. The assumptions used in calculating the grant-date fair value of the stock options reported in this column are set forth in Note 10 to our consolidated financial statements included elsewhere in this prospectus.

(2) The amounts reported in the "Non-Equity Incentive Plan Compensation" column represent the portion of our named executive officer's annual cash bonuses that was earned and pre-paid to such named executive officer in fiscal 2021 under our executive bonus plan. The determination of the actual full bonus amount earned by our named executive officers in fiscal 2021 has not yet been determined, and only the amount paid in fiscal 2021 has been reflected. A final bonus amount determination is expected before the end of February 2021, and any remaining balance of the full bonus amount earned by our named executive officers in fiscal 2021 will be disclosed by an amendment to this filing. The pre-paid amount is subject to a clawback if the named executive officer terminates employment with us prior to the date of the final bonus payout in March 2021. See the section titled "—Non-Equity Incentive Plan Awards" for additional information on our executive bonus plan.

(3) The amounts reported in the "All Other Compensation" column represent matching contributions made to our named executive officers' accounts under our 401(k) plan in fiscal 2021.

(4) The amount reported represents a sign-on bonus paid to Ms. Chow in connection with her commencement of employment with us in March 2020.

Outstanding Equity Awards at Year-End

The following table sets forth information regarding outstanding equity awards held by our named executive officers as of January 31, 2021:

		Option Awards			
Name	Grant Date(1)	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date
Matthew M. Cain	6/23/2020	—(2)	750,000	3.10	6/23/2030
President and Chief Executive Officer	6/13/2019	95,833(3)	104,167	2.99	6/13/2029
	4/2/2018	109,375(4)	40,625	2.98	4/2/2028
	4/24/2017	2,857,974(5)	190,532	2.19	4/24/2027
Margaret Chow	6/23/2020	—(6)	410,000	3.10	6/23/2030
Senior Vice President, Chief Legal Officer and Corporate Secretary					
Denis Murphy	9/18/2019	376,041(7)	573,959	3.02	9/18/2029
Senior Vice President and Chief Revenue Officer					

(1) Each of the outstanding equity awards listed in the table above was granted pursuant to our 2018 Plan or our 2008 Plan, as applicable.
(2) The shares underlying this option vest as to 1/4th of the total shares on the one-year anniversary of February 1, 2020 and as to 1/48th of the total shares on a monthly basis thereafter, subject to Mr. Cain's continued employment with us and subject to acceleration upon a qualifying termination in connection with a change in control (as defined in the award agreement).
(3) The shares underlying this option vest as to 1/4th of the total shares on the one-year anniversary of February 1, 2019 and as to 1/48th of the total shares on a monthly basis thereafter, subject to Mr. Cain's continued employment with us and subject to acceleration upon a qualifying termination in connection with a change in control (as defined in the award agreement).
(4) The shares underlying this option vest as to 1/4th of the total shares on the one-year anniversary of February 1, 2018 and as to 1/48th of the total shares on a monthly basis thereafter, subject to Mr. Cain's continued employment with us and subject to acceleration upon a qualifying termination in connection with a change in control (as defined in the award agreement).
(5) The shares underlying this option vest as to 1/4th of the total shares on the one-year anniversary of April 1, 2017 and as to 1/48th of the total shares on a monthly basis thereafter, subject to Mr. Cain's continued employment with us and subject to acceleration upon a qualifying termination in connection with a change in control (as defined in the award agreement).
(6) The shares underlying this option vest as to 1/4th of the total shares on the one-year anniversary of March 2, 2020 and as to 1/48th of the total shares on a monthly basis thereafter, subject to Ms. Chow's continued employment with us and subject to acceleration upon a qualifying termination in connection with a change in control (as defined in the award agreement).
(7) The shares underlying this option vest as to 1/4th of the total shares on the one-year anniversary of June 17, 2019 and as to 1/48th of the total shares on a monthly basis thereafter, subject to Mr. Murphy's continued employment with us and subject to acceleration upon a qualifying termination in connection with a change in control (as defined in the award agreement).

Non-Equity Incentive Plan Awards

Each of our executive officers is eligible for an annual bonus under our non-equity incentive plan and has an established target bonus amount as set forth in the section titled "Executive Compensation—Employment Arrangements with Our Named Executive Officers." For fiscal 2021, our board of directors determined each eligible named executive officer's actual bonus based upon an assessment of achievement of corporate goals, which included certain financial metrics. Amounts payable for fiscal 2021 represent applicable achievement for fiscal 2021.

Employment Arrangements with Our Named Executive Officers

Matthew M. Cain

Prior to the completion of this offering, we intend to enter into a confirmatory employment letter with Mr. Cain, our President and Chief Executive Officer. Mr. Cain's current annual base salary is $400,000, and he is eligible for an annual target cash incentive payment equal to 50% of his base salary.

Margaret Chow

Prior to the completion of this offering, we intend to enter into a confirmatory employment letter with Ms. Chow, our Senior Vice President, Chief Legal Officer and Corporate Secretary. Ms. Chow's current annual base salary is $300,000, and she is eligible for an annual target cash incentive payment equal to 28% of her base salary.

Denis Murphy

Prior to the completion of this offering, we intend to enter into a confirmatory employment letter with Mr. Murphy, our Senior Vice President and Chief Revenue Officer. Mr. Murphy's current annual base salary is $270,000, and he is eligible for an annual target cash incentive payment equal to 100% of his base salary.

Potential Payments upon Termination or Change in Control

Prior to the completion of this offering, we expect that our board of directors will approve a Change in Control and Severance Policy, or Severance Policy, pursuant to which our named executive officers and certain other key employees will be eligible to receive severance benefits, as specified in and subject to the executive or employee signing a participation agreement under our Severance Policy. We expect that each of our named executive officers will be eligible to participate in our Severance Policy.

Employee Benefit and Stock Plans

Executive Incentive Compensation Plan

Prior to the completion of this offering, we expect our board of directors to adopt an Executive Incentive Compensation Plan, or Incentive Compensation Plan. Our Incentive Compensation Plan will allow our compensation committee to provide cash incentive awards to employees selected by our compensation committee, including our named executive officers, based upon performance goals established by our compensation committee. Pursuant to our Incentive Compensation Plan, our compensation committee, in its sole discretion, will establish a target award for each participant and a bonus pool, with actual awards payable from such bonus pool, with respect to the applicable performance period.

Under our Incentive Compensation Plan, our compensation committee will determine the performance goals applicable to any award, which goals may include, without limitation, attainment of research and development milestones, bookings, business divestitures and acquisitions, cash flow, cash position, contract awards or backlog, customer renewals, customer retention rates from an acquired company, subsidiary, business unit or division, earnings (which may include earnings before interest and taxes, earnings before taxes and net taxes), earnings per share, expenses, gross margin, growth in stockholder value relative to the moving average of the S&P 500 Index or another index, internal rate of return, market share, net income, net profit, net sales, new product development, new product invention or innovation, number of customers, operating cash flow, operating expenses, operating income, operating margin, overhead or other expense reduction, product defect measures, product release timelines, productivity, profit, retained earnings, return on assets, return on capital, return on equity, return on investment, return on sales, revenue, revenue growth, sales results, sales growth, stock price, time to market, total stockholder return, working capital and individual objectives such as peer reviews or other subjective or objective criteria. The performance goals may differ from participant to participant and from award to award.

We expect our compensation committee will administer our Incentive Compensation Plan. The administrator of our Incentive Compensation Plan will have the authority to, in its sole discretion and at any time, increase, reduce or eliminate a participant's actual award, or increase, reduce or eliminate the amount allocated to the bonus pool for a particular performance period. The actual award may be below, at or above a participant's target award, at the discretion of the administrator. The administrator may determine the amount of any increase, reduction or elimination on the basis of such factors as it deems relevant, and it is not required to establish any allocation or weighting with respect to the factors it considers.

Actual awards will be paid in cash (or its equivalent) in a single lump sum only after they are earned, which usually requires continued employment through the date the actual award is paid. The compensation committee will reserve the right to settle an actual award with a grant of an equity award under our then-current equity compensation plan, which equity award may have such terms and conditions, as the compensation committee determines. Payment of awards will occur as soon as administratively practicable after they are earned, but no later than the dates set forth in our Incentive Compensation Plan.

Our board of directors and our compensation committee will have the authority to amend, alter, suspend or terminate our Incentive Compensation Plan, provided such action does not impair the existing rights of any participant with respect to any earned awards.

2021 Equity Incentive Plan (2021 Plan)

Prior to the effectiveness of this offering, we expect that our board of directors will adopt, and our stockholders will approve, our 2021 Plan. Our 2021 Plan will be effective on the business day immediately prior to the effective date of the registration statement of which this prospectus forms a part. Our 2021 Plan will provide for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any of our parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units and performance shares to our employees, directors and consultants and any of our future parent or subsidiary corporations' employees and consultants.

Authorized Shares. A total of shares of our common stock are reserved for issuance pursuant to our 2021 Plan. In addition, the shares reserved for issuance under our 2021 Plan will also include shares of our common stock subject to awards granted under our 2018 Plan or our 2008 Plan that, after the termination of our 2018 Plan, expire or otherwise terminate without having been exercised in full or are forfeited to or repurchased by us (provided that the maximum number of shares that may be added to our 2021 Plan from our 2008 Plan and

2018 Plan is shares). The number of shares available for issuance under our 2021 Plan will also include an annual increase on the first day of each fiscal year beginning with our 2022 fiscal year, equal to the lesser of:

- shares;
- % of the outstanding shares of our common stock as of the last day of the immediately preceding fiscal year; or
- such other amount as our board of directors may determine.

The automatic share increase will lapse following the increase of the first day of .

If an award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an exchange program, or, with respect to restricted stock, restricted stock units, performance units or performance shares, is forfeited to or repurchased by us due to failure to vest, the unpurchased shares (or for awards other than stock options or stock appreciation rights, the forfeited or repurchased shares) will become available for future grant or sale under our 2021 Plan (unless our 2021 Plan has terminated). With respect to stock appreciation rights, only the net shares actually issued will cease to be available under our 2021 Plan and all remaining shares under stock appreciation rights will remain available for future grant or sale under our 2021 Plan (unless our 2021 Plan has terminated). Shares that have actually been issued under our 2021 Plan will not be returned to our 2021 Plan except if shares issued pursuant to awards of restricted stock, restricted stock units, performance shares or performance units are repurchased by or forfeited to us, such shares will become available for future grant under our 2021 Plan. Shares used to pay the exercise price of an award or satisfy the tax withholding obligations related to an award will become available for future grant or sale under our 2021 Plan. To the extent an award is paid out in cash rather than shares, such cash payment will not result in a reduction in the number of shares available for issuance under our 2021 Plan.

Plan Administration. Our board of directors or one or more committees appointed by our board of directors will administer our 2021 Plan. The compensation committee of our board of directors is expected to initially administer our 2021 Plan. In addition, if we determine it is desirable to qualify transactions under our 2021 Plan as exempt under Rule 16b-3 of the Exchange Act, such transactions will be structured to satisfy the requirements for exemption under Rule 16b-3. Subject to the provisions of our 2021 Plan, the administrator has the power to administer our 2021 Plan and make all determinations deemed necessary or advisable for administering our 2021 Plan, including but not limited to, the power to determine the fair market value of our common stock, select the service providers to whom awards may be granted, determine the number of shares covered by each award, approve forms of award agreements for use under our 2021 Plan, determine the terms and conditions of awards (including, but not limited to, the exercise price, the time or times at which awards may be exercised, any vesting acceleration or waiver or forfeiture restrictions and any restriction or limitation regarding any award or the shares relating thereto), construe and interpret the terms of our 2021 Plan and awards granted under it, prescribe, amend and rescind rules relating to our 2021 Plan, including creating sub-plans, modify or amend each award, including but not limited to the discretionary authority to extend the post-termination exercisability period of awards (except no stock option or stock appreciation right will be extended past its original maximum term), and allow a participant to defer the receipt of payment of cash or the delivery of shares that would otherwise be due to such participant under an award. The administrator also has the authority to allow participants the opportunity to transfer outstanding awards to a financial institution or other person or entity selected by the administrator and to institute an exchange program by which outstanding awards may be surrendered or cancelled in exchange for awards of the same type, which may have a higher or lower exercise price or different terms, awards of a different type or cash or by which the exercise price of an outstanding award is increased or reduced. The administrator's decisions, interpretations and other actions are final and binding on all participants.

Stock Options. Stock options may be granted under our 2021 Plan. The exercise price of stock options granted under our 2021 Plan must at least be equal to the fair market value of our common stock on the date of grant. The term of a stock option may not exceed 10 years. With respect to any participant who owns more than

10% of the voting power of all classes of our (or any parent or subsidiary of ours) outstanding stock, the term of an incentive stock option granted to such participant must not exceed five years and the exercise price must equal at least 110% of the fair market value on the grant date. The administrator will determine the methods of payment of the exercise price of a stock option, which may include cash, shares or other property acceptable to the administrator, as well as other types of consideration permitted by applicable law. After the termination of service of an employee, director or consultant, he or she may exercise his or her stock option for the period of time stated in his or her stock option agreement. In the absence of a specified time in an award agreement, if termination is due to death or disability, the stock option will remain exercisable for twelve months following the termination of service. In all other cases, in the absence of a specified time in an award agreement, the stock option will remain exercisable for three months following the termination of service. A stock option, however, may not be exercised later than the expiration of its term. Subject to the provisions of our 2021 Plan, the administrator determines the other terms of stock options.

Stock Appreciation Rights. Stock appreciation rights may be granted under our 2021 Plan. Stock appreciation rights allow the recipient to receive the appreciation in the fair market value of our common stock between the exercise date and the date of grant. Stock appreciation rights may not have a term exceeding 10 years. After the termination of service of an employee, director or consultant, he or she may exercise his or her stock appreciation right for the period of time stated in his or her stock appreciation rights agreement. In the absence of a specified time in an award agreement, if termination is due to death or disability, the stock appreciation rights will remain exercisable for twelve months following the termination of service. In all other cases, in the absence of a specified time in an award agreement, the stock appreciation rights will remain exercisable for three months following the termination of service. However, in no event may a stock appreciation right be exercised later than the expiration of its term. Subject to the provisions of our 2021 Plan, the administrator determines the other terms of stock appreciation rights, including when such rights become exercisable and whether to pay any increased appreciation in cash or with shares of our common stock, or a combination thereof, except that the per share exercise price for the shares to be issued pursuant to the exercise of a stock appreciation right will be no less than 100% of the fair market value per share on the date of grant.

Restricted Stock. Restricted stock may be granted under our 2021 Plan. Restricted stock awards are grants of shares of our common stock that vest in accordance with terms and conditions established by the administrator. The administrator will determine the number of shares of restricted stock granted to any employee, director or consultant and, subject to the provisions of our 2021 Plan, will determine the terms and conditions of such awards. The administrator may impose whatever vesting conditions it determines to be appropriate (for example, the administrator may set restrictions based on the achievement of specific performance goals or continued service to us), except the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed. Recipients of restricted stock awards generally will have voting and dividend rights with respect to such shares upon grant without regard to vesting, unless the administrator provides otherwise. Shares of restricted stock that do not vest are subject to our right of repurchase or forfeiture.

Restricted Stock Units. Restricted stock units may be granted under our 2021 Plan. Restricted stock units are bookkeeping entries representing an amount equal to the fair market value of one share of our common stock. Subject to the provisions of our 2021 Plan, the administrator determines the terms and conditions of restricted stock units, including the vesting criteria and the form and timing of payment. The administrator may set vesting criteria based upon the achievement of company-wide, divisional, business unit or individual goals (including, but not limited to, continued employment or service), applicable federal or state securities laws or any other basis determined by the administrator in its discretion. The administrator, in its sole discretion, may pay earned restricted stock units in the form of cash, in shares or in some combination thereof. In addition, the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed.

Performance Units and Performance Shares. Performance units and performance shares may be granted under our 2021 Plan. Performance units and performance shares are awards that will result in a payment to a participant only if performance objectives established by the administrator are achieved or the awards otherwise

vest. The administrator will establish performance objectives or other vesting criteria in its discretion, which, depending on the extent to which they are met, will determine the number or the value of performance units and performance shares to be paid out to participants. The administrator may set performance objectives based on the achievement of company-wide, divisional, business unit or individual goals (including, but not limited to, continued employment or service), applicable federal or state securities laws or any other basis determined by the administrator in its discretion. After the grant of a performance unit or performance share, the administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such performance units or performance shares. Performance units will have an initial value established by the administrator on or prior to the grant date. Performance shares will have an initial value equal to the fair market value of our common stock on the grant date. The administrator, in its sole discretion, may pay out earned performance units or performance shares in cash, shares or in some combination thereof.

Outside Directors. All outside (non-employee) directors will be eligible to receive all types of awards (except for incentive stock options) under our 2021 Plan. To provide a maximum limit on the cash compensation and equity awards that can be made to our outside directors, our 2021 Plan provides that in any given fiscal year, an outside director will not be granted equity awards and any other compensation (including without limitation any cash retainers or fees) with an aggregate value greater than $ (increased to $ in the fiscal year of his or her initial service as an outside director), with the value of each equity award based on its grant-date fair value as determined according to GAAP for purposes of this limit. Any cash compensation paid or awards granted to an individual for his or her services as an employee or consultant (other than as an outside director) will not count toward this limit.

Non-Transferability of Awards. Unless the administrator provides otherwise, our 2021 Plan generally does not allow for the transfer of awards and only the recipient of an award may exercise an award during his or her lifetime. If the administrator makes an award transferrable, such award will contain such additional terms and conditions as the administrator deems appropriate.

Certain Adjustments. In the event of certain changes in our capitalization, to prevent diminution or enlargement of the benefits or potential benefits available under our 2021 Plan, the administrator will adjust the number and class of shares that may be delivered under our 2021 Plan or the number, class and price of shares covered by each outstanding award and the numerical share limits set forth in our 2021 Plan.

Dissolution or Liquidation. In the event of our proposed liquidation or dissolution, the administrator will notify participants as soon as practicable and, to the extent not exercised, all awards will terminate immediately prior to the consummation of such proposed transaction.

Merger or Change in Control. Our 2021 Plan provides that in the event of a merger or change in control, as defined under our 2021 Plan, each outstanding award will be treated as the administrator determines, without a participant's consent. The administrator is not required to treat all awards, all awards held by a participant or all awards of the same type similarly.

If a successor corporation does not assume or substitute for any outstanding award, then the participant will fully vest in and have the right to exercise all of his or her outstanding stock options and stock appreciation rights, all restrictions on restricted stock and restricted stock units will lapse, and for awards with performance-based vesting, unless specifically provided for otherwise under the applicable award agreement or other agreement or policy applicable to the participant, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met. If a stock option or stock appreciation right is not assumed or substituted in the event of a change in control, the administrator will notify the participant in writing or electronically that such stock option or stock appreciation right will be exercisable for a period of time determined by the administrator in its sole discretion and the stock option or stock appreciation right will terminate upon the expiration of such period.

For awards granted to an outside director, in the event of a change in control, the outside director will fully vest in and have the right to exercise all of his or her outstanding stock options and stock appreciation rights, all restrictions on restricted stock and restricted stock units will lapse and, for awards with performance-based vesting, unless specifically provided for otherwise under the applicable award agreement or other agreement or policy applicable to the participant, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels and all other terms and conditions met.

Clawback. Awards will be subject to any clawback policy of ours, and the administrator also may specify in an award agreement that the participant's rights, payments or benefits with respect to an award will be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events. Our board of directors may require a participant to forfeit, return or reimburse us all or a portion of the award or shares issued under the award, any amounts paid under the award and any payments or proceeds paid or provided upon disposition of the shares issued under the award in order to comply with such clawback policy or applicable laws.

Amendment; Termination. The administrator has the authority to amend, alter, suspend or terminate our 2021 Plan, provided such action does not materially impair the rights of any participant. Our 2021 Plan continues unless we terminate it. No incentive stock options may be granted after the 10-year anniversary of the date of the 2021 Plan was adopted.

2018 Equity Incentive Plan (2018 Plan)

Our 2018 Plan was originally adopted by our board of directors and approved by our stockholders in October 2018. Our 2018 Plan was most recently amended in April 2020 and approved by stockholders in May 2020.

Our 2018 Plan allows us to provide incentive stock options, within the meaning of Section 422 of the Code, nonstatutory stock options, restricted stock awards and restricted stock units (each, an "award" and the recipient of such award, a "participant") to eligible employees, officers, directors and consultants of ours and any parent or subsidiary of ours. It is expected that as of one business day prior to the effectiveness of the registration statement of which this prospectus forms a part, our 2018 Plan will be terminated and we will not grant any additional awards under our 2018 Plan thereafter. However, our 2018 Plan will continue to govern the terms and conditions of the outstanding awards previously granted under our 2018 Plan.

As of , 2021, stock options covering shares of our common stock were outstanding under our 2018 Plan.

Plan Administration. Our 2018 Plan is administered by our board of directors or one or more committees appointed by our board of directors, or the administrator. The administrator has full power to implement and carry out our 2018 Plan, including the authority to construe and interpret the terms of our 2018 Plan and the awards granted under our 2018 Plan. The administrator's decisions are final and binding on all participants and any other persons holding awards.

The administrator's powers include the power to authorize issuance of new awards in exchange for the surrender and cancellation of outstanding awards under our 2018 Plan, to buy previously granted awards with payment in cash, shares of our common stock or other consideration, and to reduce the exercise price of outstanding stock options or effect repricing through cancellation of outstanding stock options and by granting new awards in replacement of the cancelled stock options. The administrator's powers also include the power to prescribe, amend, expand and rescind rules and regulations relating to our 2018 Plan, to modify or amend each award and to make all other determinations with respect to our 2018 Plan, subject to the limitations provided in our 2018 Plan.

Eligibility. Employees, officers, directors and consultants of ours or our parent or subsidiary companies are eligible to receive awards, provided such consultants render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction and do not directly promote or maintain a market for our securities. Only our employees or employees of our parent or subsidiary companies are eligible to receive incentive stock options.

Stock Options. Stock options have been granted under our 2018 Plan. Subject to the provisions of our 2018 Plan, the administrator determines the term of a stock option, the number of shares subject to a stock option and the time period in which a stock option may be exercised.

The term of a stock option is stated in the applicable award agreement, but the term of a stock option may not exceed 10 years from the grant date. The administrator determines the exercise price of stock options, which generally may not be less than 100% of the fair market value of our common stock on the grant date, unless expressly determined in writing by the administrator on the stock option's grant date. However, an incentive stock option granted to an individual who directly or by attribution owns more than 10% of the total combined voting power of all of our classes of stock or of any our parent or subsidiary may have a term of no longer than five years from the grant date and will have an exercise price of at least 110% of the fair market value of our common stock on the grant date. In addition, to the extent that the aggregate fair market value of the shares with respect to which incentive stock options are exercisable for the first time by an employee during any calendar year (under all our plans and any parent or subsidiary) exceeds $100,000, such stock options will be treated as nonstatutory stock options.

The administrator determines how a participant may pay the exercise price of a stock option, and the permissible methods are generally set forth in the applicable award agreement. If a participant ceases to provide services to us or any subsidiary or parent of ours, as applicable, that participant may exercise the vested portion of his or her stock option for the period of time stated in the applicable award agreement. Vested stock options generally will remain exercisable for three months or such other period of time as set forth in the applicable award agreement if a participant ceases to provide services for a reason other than death, disability or termination for cause. If a participant's service ceases due to death or disability, or if a participant dies within three months after termination other than for cause, vested stock options generally will remain exercisable for twelve months from the date of termination (or such other period as set forth in the applicable award agreement). If a participant's service ceases due to termination for cause, the vested shares subject to his or her stock options may be exercised and the stock options will expire on the date of termination, or at a later time as determined by the administrator. In no event will a stock option remain exercisable beyond its original term. If a participant does not exercise his or her stock option within the time specified in the award agreement, the stock option will terminate. Except as described above, the administrator has the discretion to determine the post-termination exercisability periods for a stock option.

Non-transferability of Awards. Unless determined otherwise by the administrator, awards may not be transferred in any manner other than by will or by the laws of descent and distribution, and with respect to non-statutory stock options, by instrument to an inter vivos or testamentary trust or by gift to immediate family. In addition, during an applicable participant's lifetime, only that participant may exercise their award.

Certain Adjustments. If as a result of any stock dividend, reorganization, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in our capital structure, outstanding shares are increased or decreased or are exchanged for a different number or kind of shares or other securities of ours, or additional shares or new or different shares or other securities of ours or other non-cash assets are distributed with respect to such shares or other securities, in each case, without receipt of consideration by us, or, if, as a result of any merger or consolidation, or sale of all or substantially all of our assets, the outstanding shares are converted into or exchanged for other securities of ours or any successor entity (or a parent or subsidiary thereof), then the number of shares reserved for issuance under our 2018 Plan, the exercise prices and number of shares subject to outstanding stock options, the purchase price and number of shares subject to other outstanding

awards and the number and kind of shares or other securities subject to any outstanding awards, will be proportionately adjusted, subject to any required action by our board of directors or our stockholders.

Corporate Transactions. In the event of (i) our dissolution or liquidation, (ii) a "combination transaction" (as defined in our 2018 Plan), in which our voting securities that are outstanding immediately prior to the consummation of such combination transaction (other than any such securities that are held by an acquiring stockholder) do not represent, or are not converted into, securities of the surviving corporation of such combination transaction (or its parent) that, immediately after the consummation of such combination transaction, together possess at least 50% of the total voting power of all securities of such surviving corporation (or its parent) that are outstanding immediately after the consummation of such combination transaction, including securities of such surviving corporation (or its parent) that are held by an acquiring stockholder or (iii) a sale of all or substantially all of our assets, that is followed by the distribution of the proceeds to our stockholders, (each of the foregoing, a corporate transaction), outstanding awards under our 2018 Plan may be treated as follows, subject to any greater rights provided for in an applicable award agreement: (1) any or all outstanding awards may be assumed, converted or replaced by the successor or acquiring corporation, (2) the successor or acquiring corporation may substitute equivalent awards or provide substantially similar consideration to participants as was provided to our stockholders or (3) the successor or acquiring corporation may substitute by issuing substantially similar shares or other property subject to repurchase restrictions and other provisions no less favorable to the participant than those which applied to such outstanding shares immediately prior to such corporate transaction.

If the successor or acquiring corporation does not assume, convert, replace or substitute awards, as provided above, then outstanding awards will expire on such corporate transaction at such time and on such conditions as our board of directors determines.

Amendment and Termination. Our board of directors may, at any time, terminate or amend our 2018 Plan in any respect, including, without limitation, amendment of any form of award agreement or instrument to be executed pursuant to our 2018 Plan. To the extent necessary and desirable to comply with applicable laws, we will obtain stockholder approval of any amendment to our 2018 Plan. As noted above, it is expected that as of one business day prior to the effectiveness of the registration statement of which this prospectus forms a part, our 2018 Plan will be terminated and we will not grant any additional awards under our 2018 Plan thereafter.

2008 Equity Incentive Plan (2008 Plan)

Our 2008 Plan was originally adopted by our board of directors and approved by our stockholders in October 2008. Our 2008 Plan was most recently amended in March 2018 and approved by stockholders in July 2018.

Our 2008 Plan allows us to provide incentive stock options, within the meaning of Section 422 of the Code, nonstatutory stock options and restricted stock awards (each, an "award" and the recipient of such award, a "participant") to eligible employees, officers, directors and consultants of ours and any parent or subsidiary of ours. Our 2008 Plan was terminated in connection with the adoption of our 2018 Plan and we have not granted any additional awards under our 2008 Plan thereafter. However, our 2008 Plan will continue to govern the terms and conditions of the outstanding awards previously granted under our 2008 Plan.

As of , 2021, stock options covering shares of our common stock were outstanding under our 2008 Plan.

Plan Administration. Our 2008 Plan is administered by our board of directors or one or more committees appointed by our board of directors, or the administrator. The administrator has full power to implement and carry out our 2008 Plan, including the authority to construe and interpret the terms of our 2008 Plan and the awards granted under our 2008 Plan. The administrator's decisions are final and binding on all participants and any other persons holding awards.

The administrator's powers include the power to buy previously granted award with payment in cash, shares of our common stock or other consideration. The administrator's powers also include the power to prescribe, amend, expand and rescind rules and regulations relating to our 2008 Plan, to modify or amend each award and to make all other determinations with respect to our 2008 Plan, subject to the limitations provided in our 2008 Plan.

Eligibility. Employees, officers, directors and consultants of ours or our parent or subsidiary companies were eligible to receive awards, provided such consultants render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. Only our employees or employees of our parent or subsidiary companies were eligible to receive incentive stock options.

Stock Options. Stock options have been granted under our 2008 Plan. Subject to the provisions of our 2008 Plan, the administrator determined the term of a stock option, the number of shares subject to a stock option and the time period in which a stock option may be exercised.

The term of a stock option is stated in the applicable award agreement, but the term of a stock option may not exceed 10 years from the grant date. The administrator determined the exercise price of stock options, which generally may not be less than 100% of the fair market value of our common stock on the grant date, unless expressly determined in writing by the administrator on the stock option's grant date. However, an incentive stock option granted to an individual who directly or by attribution owns more than 10% of the total combined voting power of all of our classes of stock or of any our parent or subsidiary may have a term of no longer than five years from the grant date and will have an exercise price of at least 110% of the fair market value of our common stock on the grant date. In addition, to the extent that the aggregate fair market value of the shares with respect to which incentive stock options are exercisable for the first time by an employee during any calendar year (under all our plans and any parent or subsidiary) exceeds $100,000, such stock options will be treated as nonstatutory stock options.

The administrator determines how a participant may pay the exercise price of a stock option, and the permissible methods are generally set forth in the applicable award agreement. If a participant ceases to provide services to us or any subsidiary or parent of ours, as applicable, that participant may exercise the vested portion of his or her stock option for the period of time stated in the applicable award agreement. Vested stock options generally will remain exercisable for three months or such other period of time (not less than 30 days and not longer than five years) as set forth in the applicable award agreement if a participant ceases to provide services for a reason other than death, disability or termination for cause. If a participant's service ceases due to death or disability, or if a participant dies within three months after termination other than for cause, vested stock options generally will remain exercisable for twelve months from the date of termination (or such other period as set forth in the applicable award agreement not less than six months and not longer than five years). If a participant's service ceases due to termination for cause, the vested shares subject to his or her stock options may be exercised and the stock options will expire on the date of termination, or at a later time as determined by the administrator.

In no event will a stock option remain exercisable beyond its original term. If a participant does not exercise his or her stock option within the time specified in the award agreement, the stock option will terminate. Except as described above, the administrator has the discretion to determine the post-termination exercisability periods for a stock option.

Non-transferability of Awards. Unless determined otherwise by the administrator, awards may not be transferred in any manner other than by will or by the laws of descent and distribution, and with respect to non-statutory stock options, by instrument to an inter vivos or testamentary trust or by gift to immediate family. In addition, during an applicable participant's lifetime, only that participant may exercise their award.

Certain Adjustments. In the event that the number of outstanding shares of our common stock is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or

similar change in our capital structure without consideration, then the exercise prices and number of shares subject to outstanding stock options will be proportionately adjusted, subject to any required action by our board of directors or our stockholders.

Corporate Transactions. In the event of (i) our dissolution or liquidation, (ii) a "combination transaction" (as defined in our 2008 Plan), in which our voting securities that are outstanding immediately prior to the consummation of such combination transaction (other than any such securities that are held by an acquiring stockholder) do not represent, or are not converted into, securities of the surviving corporation of such combination transaction (or its parent) that, immediately after the consummation of such combination transaction, together possess at least 50% of the total voting power of all securities of such surviving corporation (or its parent) that are outstanding immediately after the consummation of such combination transaction, including securities of such surviving corporation (or its parent) that are held by an acquiring stockholder or (iii) a sale of all or substantially all of our assets, that is followed by the distribution of the proceeds to our stockholders, (each of the foregoing, a corporate transaction), outstanding awards under our 2008 Plan may be treated as follows, subject to any greater rights provided for in an applicable award agreement: (1) any or all outstanding awards may be assumed, converted or replaced by the successor or acquiring corporation, (2) the successor or acquiring corporation may substitute equivalent awards or provide substantially similar consideration to participants as was provided to our stockholders or (3) the successor or acquiring corporation may substitute by issuing substantially similar shares or other property subject to repurchase restrictions and other provisions no less favorable to the participant than those which applied to such outstanding shares immediately prior to such corporate transaction.

If the successor or acquiring corporation does not assume, convert, replace or substitute awards, as provided above, then outstanding awards will expire on such corporate transaction at such time and on such conditions as our board of directors determines.

Amendment and Termination. Our board of directors may, at any time, amend our 2008 Plan in any respect, including, without limitation, amendment of any form of award agreement or instrument to be executed pursuant to our 2008 Plan. To the extent necessary and desirable to comply with applicable laws, we will obtain stockholder approval of any amendment to our 2008 Plan. As noted above, our 2008 Plan was terminated in connection with the adoption of our 2018 Plan and we will not grant any additional awards under our 2008 Plan.

2021 Employee Stock Purchase Plan (ESPP)

Prior to the effectiveness of this offering, we expect that our board of directors will adopt, and our stockholders will approve, our ESPP. Our ESPP will be effective one business day immediately before the effective date of the registration statement of which this prospectus forms a part.

Authorized Shares. The maximum number of shares of our common stock that will be available for issuance under our ESPP will be equal to shares of our common stock will. In addition, our ESPP will provide for annual increases in the number of shares of our common stock available for issuance under our ESPP on the first day of each of our fiscal years beginning with our fiscal year 2022, in an amount equal to the least of:

- shares;
- % of the outstanding shares of our common stock as of the last day of the immediately preceding fiscal year; or
- such other amount as our board of directors may determine.

Shares issuable under our ESPP will be authorized, but unissued, or reacquired shares of our common stock.

ESPP Administration. We expect that the compensation committee of our board of directors will administer our ESPP. The administrator will have full and exclusive discretionary authority to construe, interpret and apply

the terms of our ESPP, delegate ministerial duties to any of our employees, designate separate offerings under our ESPP, designate our subsidiaries as participating in our ESPP, determine eligibility, adjudicate all disputed claims filed under our ESPP and establish procedures that it deems necessary or advisable for the administration of our ESPP, including, but not limited to, adopting such procedures, sub-plans and appendices to the enrollment agreement as are necessary or appropriate to permit participation in our ESPP by employees who are non-U.S. nationals or employed outside the U.S. The administrator's findings, decisions and determinations will be final and binding on all participants to the maximum extent permitted by law.

Eligibility. Generally, any of our employees will be eligible to participate in our ESPP if they are customarily employed by us or any of our participating subsidiaries for at least hours per week and more than months in any calendar year. The administrator, in its discretion, before an enrollment date for all stock options granted on such enrollment date in an offering, may determine that an employee who (1) has not completed at least years of service (or a lesser period of time determined by the administrator) since the employee's last hire date, (2) customarily works not more than hours per week (or a lesser period of time determined by the administrator), (3) customarily works not more than five months per calendar year (or a lesser period of time determined by the administrator), (4) is a highly compensated employee within the meaning of Section 414(q) of the Code with compensation above a certain level or who is an officer or subject to disclosure requirements under Section 16(a) of the Exchange Act, is or is not eligible to participate in an offering. However, an employee may not be granted a stock option to purchase stock under our ESPP if the employee (1) immediately after the grant, would own stock or hold outstanding stock options to purchase such stock possessing 5% or more of the total combined voting power or value of all classes of our (or any of our parent's or subsidiary's) capital stock or (2) holds rights to purchase stock under all of our employee stock purchase plans that accrue at a rate that exceeds $25,000 worth of stock for each calendar year.

Participants may end their participation at any time during an offering period and will be paid their accrued contributions that have not yet been used to purchase shares of our common stock. Participation ends automatically upon termination of employment with us.

Offering Periods. Our ESPP will include a component, or the 423 Component, that is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code, and a component that does not comply with Section 423 of the Code, or the Non-423 Component. For purposes of this summary, a reference to our ESPP generally will mean the terms and operations of the 423 Component. Our ESPP will provide for -month offering periods. Each offering period will have purchase periods. The offering periods will be scheduled to begin on the first trading day on or after and of each year, except for the first offering period, which will begin on the first trading day on or after the effective date of the registration statement of which this prospectus forms a part and end on the first trading day on or after , and the second offering period, which will begin on the first trading day on or after . The administrator is authorized to change the duration of future offering periods and purchase periods under our ESPP, including the starting and ending dates of offering periods and purchase periods and the number of purchase periods in any offering periods, provided that no offering period will have a duration exceeding 27 months.

Contributions. Our ESPP will permit participants to purchase shares of our common stock through payroll deductions of up % of their eligible compensation, which includes a participant's base straight time gross earnings but excludes payments for overtime and shift premium, incentive compensation, bonuses, commissions, equity compensation and other similar compensation.

Exercise of Purchase Right. Amounts deducted and accumulated by a participant under our ESPP will be used to purchase shares of our common stock at the end of each purchase period. The purchase price of the shares will be % of the lower of (1) the fair market value of a share of our common stock on the first trading day of the offering period and (2) the fair market value of a share of our common stock on the exercise date. A participant will be permitted to purchase a maximum of shares during each offering period.

Non-Transferability. A participant may not transfer the contributions credited to his or her ESPP account or rights granted under our ESPP, other than by will or the laws of descent and distribution.

Certain Adjustments. Our ESPP will provide that if any dividend or other distribution (whether in the form of cash, our common stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, reclassification, repurchase or exchange of our common stock or other securities of ours, or other change in our corporate structure affecting our common stock occurs (other than any ordinary dividends or other ordinary distributions), the administrator will make adjustments to the number and class of shares that may be delivered under our ESPP or the purchase price per share and number of shares covered by each stock option granted under our ESPP that has not yet been exercised, and the numerical share limits under our ESPP. In the event of our proposed dissolution or liquidation, any offering period in progress will be shortened by setting a new purchase date and will terminate immediately before the completion of such proposed transaction, unless determined otherwise by the administrator.

Merger or Change in Control. In the event of our merger or change in control, as defined in our ESPP, a successor corporation may assume or substitute for each outstanding stock option. If the successor corporation does not assume or substitute for the stock options, the offering period then in progress will be shortened, and a new exercise date will be set to occur before the date of the proposed merger or change in control. The administrator will notify each participant that the exercise date has been changed and that the participant's stock option will be exercised automatically on the new exercise date unless prior to such date the participant has withdrawn from the offering period.

Amendment and Termination. The administrator will have the authority to modify, amend, suspend or terminate our ESPP except that, subject to certain exceptions described in our ESPP, no such action may adversely affect any outstanding rights to purchase shares of our common stock under our ESPP. Our ESPP will terminate automatically 20 years after the later of the date of our ESPP's adoption by our board of directors or the business day immediately prior to the effective date of our registration statement of which this prospectus forms a part, unless we terminate it earlier.

401(k) Plan

We maintain a 401(k) retirement savings plan for the benefit of our employees, including our named executive officers, who satisfy certain eligibility requirements. Our 401(k) plan provides eligible employees with an opportunity to save for retirement on a tax-advantaged basis. Under our 401(k) plan, eligible employees may elect to defer a portion of their compensation, within the limits prescribed by the Code and the applicable limits under the 401(k) plan, on a pre-tax or after-tax (Roth) basis, through contributions to the 401(k) plan. All of a participant's contributions into the 401(k) plan are 100% vested when contributed. The 401(k) plan is intended to qualify under Sections 401(a) and 501(a) of the Code. As a tax-qualified retirement plan, pre-tax contributions to the 401(k) plan and earnings on those pre-tax contributions are not taxable to the employees until distributed from the 401(k) plan, and earnings on Roth contributions are not taxable when distributed from the 401(k) plan. We are permitted to make discretionary matching contributions under our 401(k) plan.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

In addition to the compensation arrangements, including employment, termination of employment and change in control arrangements, discussed in the sections titled "Management" and "Executive Compensation," the following is a description of each transaction since February 1, 2018 and each currently proposed transaction in which:

- we have been or are to be a participant;
- the amount involved exceeded or exceeds $120,000; and
- any of our directors, executive officers or holders of more than 5% of our outstanding capital stock, or any immediate family member of, or person sharing the household with, any of these individuals or entities, had or will have a direct or indirect material interest.

Equity Financings

Series G Redeemable Convertible Preferred Stock Financing

In May 2020, we sold an aggregate of 17,920,837 shares of our Series G redeemable convertible preferred stock to 19 accredited investors at a purchase price of $5.85910 per share, for an aggregate purchase price of $104,999,976. The following table summarizes purchases of our Series G redeemable convertible preferred stock by related persons:

Stockholder	Shares of Series G Redeemable Convertible Preferred Stock	Total Purchase Price
GPI Capital Gemini HoldCo LP	10,240,480	$ 59,999,996
SCP Couchbase Acquisition LLC	2,560,120	14,999,999
Entities affiliated with Accel(1)	1,706,746	9,999,995
Entities affiliated with North Bridge(2)	1,706,746	9,999,995
Entities affiliated with Adams Street(3)	853,373	4,999,998
Entities affiliated with Glynn(4)	682,698	3,999,996
Mayfield XIII, a Cayman Islands Exempted Limited Partnership	170,674	999,996

(1) Shares purchased by Accel Growth Fund II L.P., Accel Growth Fund II Strategic Partners L.P., Accel Growth Fund Investors 2013 L.L.C., Accel Investors 2008 L.L.C., Accel X L.P. and Accel X Strategic Partners L.P. Entities affiliated with Accel currently hold more than 5% of our outstanding capital stock.
(2) Shares purchased by North Bridge Venture Partners 7, L.P. and North Bridge Venture Partners VI, L.P. Entities affiliated with North Bridge currently hold more than 5% of our outstanding capital stock.
(3) Shares purchased by Adams Street 2009 Direct Fund L.P., Adams Street 2010 Direct Fund L.P., Adams Street 2011 Direct Fund LP, Adams Street 2012 Direct Fund LP and Adams Street 2013 Direct Fund LP. Entities affiliated with Adams Street currently hold more than 5% of our outstanding capital stock.
(4) Shares purchased by Glynn Emerging Opportunity Fund, Glynn Emerging Opportunity Fund II, L.P. and Glynn Emerging Opportunity Fund II-A, L.P. Entities affiliated with Glynn currently hold more than 5% of our outstanding capital stock.

Investors' Rights Agreement

We are party to our IRA, which provides, among other things, that certain holders of our capital stock, including entities affiliated with Accel, Adams Street, Glynn, GPI Capital, Mayfield, North Bridge and SCP have the right to demand that we file a registration statement or request that their shares of our capital stock be covered by a registration statement that we are otherwise filing. Kevin J. Efrusy, a member of our board of directors, is affiliated with Accel. Alex Migon, a member of our board of directors, is affiliated with GPI Capital. Edward T.

Anderson, a member of our board of directors, is affiliated with North Bridge. Rob Rueckert, a member of our board of directors, is affiliated with SCP. See the section titled "Description of Capital Stock—Registration Rights" for additional information regarding these registration rights.

Right of First Refusal Agreement

Pursuant to certain of our equity compensation plans and certain agreements with our stockholders, including an amended and restated right of first refusal and co-sale agreement, dated as of May 19, 2020, we or our assignees have a right to purchase shares of our capital stock which stockholders propose to sell to other parties. This right will terminate upon the completion of this offering. Matthew M. Cain, our President and Chief Executive Officer and a member of our board of directors, Gregory Henry, our Senior Vice President and Chief Financial Officer, and Denis Murphy, our Senior Vice President and Chief Revenue Officer, are party to the right of first refusal and co-sale agreement. Kevin J. Efrusy, a member of our board of directors, is affiliated with Accel. Alex Migon, a member of our board of directors, is affiliated with GPI Capital. Edward T. Anderson, a member of our board of directors, is affiliated with North Bridge. Rob Rueckert, a member of our board of directors, is affiliated with SCP.

Voting Agreement

We are party to an amended and restated voting agreement, dated as of May 19, 2020, under which certain holders of our capital stock, including entities affiliated with affiliated with Accel, Adams Street, Glynn, GPI Capital, Mayfield, North Bridge and SCP, have agreed to vote their shares of our capital stock on certain matters, including with respect to the election of directors. Upon the completion of this offering, our voting agreement will terminate and none of our stockholders will have any special rights regarding the election or designation of members of our board of directors. Matthew M. Cain, our President and Chief Executive Officer and a member of our board of directors, Gregory Henry, our Senior Vice President and Chief Financial Officer, and Denis Murphy, our Senior Vice President and Chief Revenue Officer, are party to our voting agreement. Kevin J. Efrusy, a member of our board of directors, is affiliated with Accel. Alex Migon, a member of our board of directors, is affiliated with GPI Capital. Edward T. Anderson, a member of our board of directors, is affiliated with North Bridge. Rob Rueckert, a member of our board of directors, is affiliated with SCP.

Other Transactions

We have granted stock options to our executive officers and certain of our directors. See the sections titled "Executive Compensation—Outstanding Equity Awards at Year-End" and "Management—Non-Employee Director Compensation" for a description of these stock options.

We intend to enter into change in control severance agreements with certain of our executive officers that, among other things, provides for certain severance and change in control benefits. See the section titled "Executive Compensation—Potential Payments upon Termination or Change in Control" for additional information.

Other than as described above under this section titled "Certain Relationships and Related Party Transactions," since February 1, 2018, we have not entered into any transactions, nor are there any currently proposed transactions, between us and a related party where the amount involved exceeds, or would exceed, $120,000, and in which any related person had or will have a direct or indirect material interest. We believe the terms of the transactions described above were comparable to terms we could have obtained in arm's-length dealings with unrelated third parties.

Limitation of Liability and Indemnification of Officers and Directors

We expect to adopt an amended and restated certificate of incorporation, which will become effective immediately prior to the completion of this offering, and which will contain provisions that limit the liability of

our directors for monetary damages to the fullest extent permitted by the Delaware General Corporation Law. Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for the following:

- any breach of their duty of loyalty to our company or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the Delaware General Corporation Law is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the Delaware General Corporation Law.

In addition, we expect to adopt amended and restated bylaws, which will become effective immediately prior to the completion of this offering, and which will provide that we will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that they are or were one of our directors or officers or is or was serving at our request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. Our amended and restated bylaws are expected to provide that we may indemnify to the fullest extent permitted by law any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that they are or were one of our employees or agents or is or was serving at our request as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Our amended and restated bylaws will also provide that we must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to limited exceptions.

Further, we have entered into or will enter into indemnification agreements with each of our directors and executive officers that may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements require us, among other things, to indemnify our directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements also require us to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit or proceeding. We believe that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

The limitation of liability and indemnification provisions that are expected to be included in our amended and restated certificate of incorporation, amended and restated bylaws and in indemnification agreements that we have entered into or will enter into with our directors and executive officers may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, we are not aware of any pending litigation or proceeding involving any person who is or was one of our directors, officers, employees or other agents or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

We have obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and executive officers against loss arising from claims made by reason of breach of

fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to us with respect to payments that may be made by us to these directors and executive officers pursuant to our indemnification obligations or otherwise as a matter of law.

Certain of our non-employee directors may, through their relationships with their employers, be insured or indemnified against certain liabilities incurred in their capacity as members of our board of directors.

The underwriting agreement will provide for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act or otherwise.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Policies and Procedures for Related Party Transactions

Following the completion of this offering, our audit committee will have the primary responsibility for reviewing and approving or disapproving "related party transactions," which are transactions between us and related persons in which the aggregate amount involved exceeds or may be expected to exceed $120,000 and in which a related person has or will have a direct or indirect material interest. Upon the completion of this offering, our policy regarding transactions between us and related persons will provide that a related person is defined as a director, executive officer, nominee for director or greater than 5% beneficial owner of our common stock, in each case since the beginning of the most recently completed year, and any of their immediate family members. Our audit committee charter that will be in effect upon the completion of this offering will provide that our audit committee shall review and approve or disapprove any related party transactions.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our capital stock as of , and as adjusted to reflect the sale of our common stock in this offering assuming no exercise of the underwriters' option to purchase additional shares of our common stock, for:

- each of our named executive officers;
- each of our directors;
- all of our current directors and executive officers as a group; and
- each person known by us to be the beneficial owner of more than 5% of the outstanding shares of our common stock.

We have determined beneficial ownership in accordance with the rules of the SEC, and thus it represents sole or shared voting or investment power with respect to our securities. Unless otherwise indicated below, to our knowledge, the persons and entities named in the table have sole voting and sole investment power with respect to all shares that they beneficially owned, subject to community property laws where applicable. The information does not necessarily indicate beneficial ownership for any other purpose, including for purposes of Sections 13(d) and 13(g) of the Securities Act.

We have based our calculation of the percentage of beneficial ownership prior to this offering on shares of our common stock outstanding as of , which includes shares of redeemable convertible preferred stock that will automatically convert into shares of common stock immediately prior to the completion of this offering pursuant to the terms of our amended and restated certificate of incorporation. We have based our calculation of the percentage of beneficial ownership after this offering on shares of our common stock issued by us in our initial public offering and shares of common stock outstanding immediately after the completion of this offering, assuming that the underwriters will not exercise their option to purchase up to an additional shares of our common stock from us in full. We have deemed shares of our common stock subject to stock options or warrants that are currently exercisable or exercisable within 60 days of to be outstanding and to be beneficially owned by the person holding the stock option for the purpose of computing the percentage ownership of that person. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o Couchbase, Inc., 3250 Olcott Street, Santa Clara, California 95054.

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Beneficially Owned	
		Before the Offering	After the Offering
Named Executive Officers and Directors:			
Matthew M. Cain(1)		%	%
Margaret Chow(2)		%	%
Denis Murphy(3)		%	%
Edward T. Anderson		%	%
Kevin J. Efrusy		%	%
Jeffrey E. Epstein(4)		%	%
Alex Migon		%	%
Rob Rueckert		%	%
David C. Scott(5)		%	%
Richard A. Simonson(6)		%	%
All executive officers and directors as a group (11 persons)(7)		%	%
5% Stockholders:			
GPI Capital Gemini HoldCo LP(8)		%	%
SCP Couchbase Acquisition L.L.C.(9)		%	%
Entities affiliated with Accel(10)		%	%
Entities affiliated with North Bridge(11)		%	%
Entities affiliated with Adams Street(12)		%	%
Mayfield XIII, a Cayman Islands Exempted Limited Partnership(13)		%	%

* Represents beneficial ownership of less than 1% of the outstanding shares of our common stock.

(1) Consists of shares held of record by Mr. Cain and shares subject to stock options exercisable within 60 days of .

(2) Consists of shares subject to stock options held by Ms. Chow exercisable within 60 days of .

(3) Consists of shares subject to stock options held by Mr. Murphy exercisable within 60 days of .

(4) Consists of shares subject to stock options held by Mr. Epstein exercisable within 60 days of .

(5) Consists of shares subject to stock options held by Mr. Scott exercisable within 60 days of .

(6) Consists of shares subject to stock options held by Mr. Simonson exercisable within 60 days of .

(7) Consists of shares beneficially owned by our executive officers and directors and shares subject to stock options held by our executive officers and directors exercisable within 60 days of .

(8) Consists of shares held of record by GPI Capital Gemini HoldCo LP, or GPI. GPI Capital LLC is the sole member of GPI GP Limited, which is the general partner of GPI GP LP, which is the general partner of GPI. Mr. Migon is a member of our board of directors and Mr. Migon, William T. Royan and Khai Ha are Managing Partners and members of the Investment Committee of GPI Capital, LLC and may be deemed to have shared voting, investment and dispositive power with respect to the shares held by GPI. Mr. Migon, Mr. Royan and Mr. Ha disclaim beneficial ownership of such shares. The address for GPI is 1345 Avenue of the Americas, 32nd Floor, New York, New York 10105.

(9) Consists of shares held of record by SCP Couchbase Acquisition L.L.C. Rob Reuckert is a member of our board of directors and the General Partner of SCP Couchbase Acquisition, L.L.C., which is controlled by Sorenson Capital Partners. The address for the Sorenson entity listed above is 3400 Ashton Blvd #400, Lehi, Utah 84043.

(10) Consists of shares held of record by Accel Growth Fund II L.P., shares held of record by Accel Growth Fund II Strategic Partners L.P., shares held of record by Accel Growth Fund Investors 2013 L.L.C., shares held of record by Accel Investors 2008 LLC, shares held of record by Accel X L.P. and shares held of record by Accel X Strategic Partners L.P. Accel X Associates L.L.C., or A10A, is the General Partner of both Accel X L.P. and Accel X Strategic Partners L.P., and has the sole voting and investment power. Andrew G. Braccia, Kevin J. Efrusy, Sameer K. Gandhi, Ping Li, Tracy L. Sedlock and Richard P. Wong are the Managing Members of A10A and share such powers. Kevin J. Efrusy and Tracy L. Sedlock are the Managing Members of Accel Investors 2008 L.L.C., and therefore share the voting and investment powers. Accel Growth Fund II Associates L.L.C., or AGF2A, is the General Partner of both Accel Growth Fund II L.P. and Accel Growth Fund II Strategic Partners L.P., and has the sole voting and investment power. Andrew G. Braccia, Sameer K. Gandhi, Ping Li, Tracy L. Sedlock, Ryan J. Sweeney and Richard P. Wong are the Managing Members of AGF2A and share such powers. Andrew G. Braccia, Kevin J. Efrusy, Sameer K. Gandhi, Ping Li, Tracy L. Sedlock, Ryan J. Sweeney and Richard P. Wong are the Managing Members of Accel Growth Fund Investors 2013 L.L.C., and therefore share the voting and investment powers. Each general partner or manager disclaims beneficial ownership except to the extent of their pecuniary interest therein. The address for all Accel entities listed above is 500 University Avenue, Palo Alto, California, 94301.

(11) Consists of shares held of record by North Bridge Venture Partners 7 L.P. and shares held of record by North Bridge Venture Partners VI L.P.

(12) Consists of shares held of record by Adams Street 2009 Direct Fund, L.P., or AS 2009, shares held of record by Adams Street 2010 Direct Fund, L.P., or AS 2010, shares held of record by Adams Street 2011 Direct Fund LP, or AS 2011, shares held of record by Adams Street 2012 Direct Fund LP, or AS 2012 and shares held of record by Adams Street 2013 Direct Fund LP, or AS 2013 (collectively, the Shares). The shares owned by AS 2009, AS 2010, AS 2011, AS 2012 and AS 2013 may be deemed to be beneficially owned by Adams Street Partners, LLC, the managing member of the general partner of AS 2009 and AS 2010 and the managing member of the general partner of the general partner of AS 2011, AS 2012 and AS 2013. Thomas S. Bremner, Jeffrey T. Diehl, Elisha P. Gould III, Robin P. Murray and Fred Wang, each of whom is a partner of Adams Street Partners, LLC (or a subsidiary thereof) may be deemed to have shared voting and investment power over the Shares. Adams Street Partners, LLC and Thomas S. Bremner, Jeffrey T. Diehl, Elisha P. Gould III, Robin P. Murray and Fred Wang disclaim beneficial ownership of the Shares except to the extent of their pecuniary interest therein. The address for all Adams Street entities is c/o One North Wacker Drive, Suite 2200, Chicago, Illinois 60606.

(13) Consists of shares held of record by Mayfield XIII, a Cayman Islands Exempted Limited Partnership, or MF XIII. Mayfield XIII Management (UGP), Ltd., a Cayman Islands Exempted Company, or MF XIII UGP, is the general partner of Mayfield XIII Management (EGP), L.P., a Cayman Islands Exempted Limited Partnership, which is the general partner of MF XIII. Rajeev Batra, Navin Chaddha and Vaneeta Varma are the directors of MF XIII UGP. As a result, each of the foregoing entities and individuals may be deemed to share beneficial ownership of the shares owned by MF XIII, but each of the individuals disclaims such beneficial ownership. The address for each of these entities is c/o Mayfield, 2484 Sand Hill Road, Menlo Park, California 94025.

DESCRIPTION OF CAPITAL STOCK

General

The following description summarizes certain important terms of our capital stock, as they are expected to be in effect immediately prior to the completion of this offering. We expect to adopt an amended and restated certificate of incorporation and amended and restated bylaws that will become effective immediately prior to the completion of this offering, and this description summarizes the provisions that are expected to be included in such documents. Because it is only a summary, it does not contain all the information that may be important to you. For a complete description of the matters set forth in this section titled "Description of Capital Stock," you should refer to our amended and restated certificate of incorporation, amended and restated bylaws and IRA, which are included as exhibits to the registration statement of which this prospectus forms a part, and to the applicable provisions of Delaware law. Immediately following the completion of this offering, our authorized capital stock will consist of shares of capital stock, $0.00001 par value per share, of which:

- shares are designated as common stock; and
- shares are designated as preferred stock.

Assuming the conversion of all outstanding shares of our redeemable convertible preferred stock into shares of our common stock, which will occur immediately prior to the completion of this offering, as of , there were shares of our common stock outstanding, held by stockholders of record, and no shares of our preferred stock outstanding. Pursuant to our amended and restated certificate of incorporation, our board of directors will have the authority, without stockholder approval except as required by the listing standards of , to issue additional shares of our capital stock.

Common Stock

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of our common stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and then only at the times and in the amounts that our board of directors may determine. See the section titled "Dividend Policy" for additional information.

Voting Rights

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders. We have not provided for cumulative voting for the election of directors in our amended and restated certificate of incorporation. Our amended and restated certificate of incorporation will establish a classified board of directors that is divided into three classes with staggered three-year terms. Only the directors in one class will be subject to election by a plurality of the votes cast at each annual meeting of stockholders, with the directors in the other classes continuing for the remainder of their respective three-year terms.

No Preemptive or Similar Rights

Our common stock is not entitled to preemptive rights, and is not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

If we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating

preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights of and the payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Fully Paid and Non-Assessable

In connection with this offering, our legal counsel will opine that the shares of our common stock to be issued in this offering will be fully paid and non-assessable.

Preferred Stock

After the completion of this offering, no shares of our redeemable convertible preferred stock will be outstanding. Pursuant to our amended and restated certificate of incorporation that will become effective immediately prior to the completion of this offering, our board of directors will have the authority, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions, in each case without further vote or action by our stockholders. Our board of directors can also increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of our company and might adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of preferred stock.

Options

As of , we had outstanding options to purchase an aggregate of shares of our common stock, with a weighted-average exercise price of approximately $ per share, under our 2018 Plan.

As of , we had outstanding options to purchase an aggregate of shares of our common stock, with a weighted-average exercise price of approximately $ per share, under our 2008 Plan.

Common Stock Warrants

As of , we had outstanding common stock warrants to purchase shares of our common stock, with an exercise price of $ per share.

Registration Rights

After the completion of this offering, certain holders of our common stock will be entitled to rights with respect to the registration of their shares under the Securities Act. These registration rights are contained in our IRA. We and certain holders of our redeemable convertible preferred stock are parties to our IRA. The registration rights set forth in our IRA will expire (i) five years following the completion of this offering, (ii) with respect to any particular stockholder, when such stockholder is able to sell all of its shares pursuant to Rule 144 of the Securities Act during any 90-day period or (iii) upon the closing of a deemed liquidation event (as defined in our current restated certificate of incorporation). We will pay the registration expenses (other than underwriting or brokering (as applicable) discounts and commissions) of the holders of the shares registered pursuant to the registrations described below. In an underwritten offering, the managing underwriters, if any, have the right, subject to specified conditions, to limit the number of shares such holders may include. We expect

that our stockholders will waive their rights under our IRA (i) to receive notice of this offering and (ii) to include their registrable shares in this offering. In addition, in connection with this offering, we expect that each stockholder that has registration rights will agree not to sell or otherwise dispose of any securities without the prior written consent of us and the underwriters for a period of days after the date of this prospectus, subject to certain terms and conditions. See the sections titled "Shares Eligible for Future Sale—Lock-Up and Market Standoff Agreements" and "Underwriting" for additional information.

Demand Registration Rights

After the completion of this offering, the holders of up to shares of our common stock will be entitled to certain demand registration rights. At any time beginning six months after the effective date of this offering, the holders of a majority of the shares then outstanding can request that we register the offer and sale of their shares. Such requests for registration must (i) cover securities that represent at least 30% of the shares then outstanding or (ii) cover securities, the anticipated aggregate public offering price of which, excluding payment of underwriting discounts and commissions, is at least $5,000,000. We are obligated to effect only two such registrations. If we determine that it would be materially detrimental to us and our stockholders to effect such a demand registration, we have the right to defer such registration, not more than once in any 12-month period, for a period of up to 120 days.

Piggyback Registration Rights

After the completion of this offering, if we propose to register the offer and sale of our common stock under the Securities Act, in connection with the public offering of such common stock the holders of up to shares of our common stock will be entitled to certain "piggyback" registration rights allowing the holders to include their shares in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, other than with respect to (i) a demand registration or a Form S-3 registration, (ii) a registration related to any employee benefit plan or a corporate reorganization or other transaction covered by Rule 145 promulgated under the Securities Act or (iii) a registration on any registration form which does not permit secondary sales or does not include substantially the same information as would be required to be included in a registration statement covering the public offering of our common stock, the holders of these shares are entitled to notice of the registration and have the right, subject to certain limitations, to include their shares in the registration.

S-3 Registration Rights

After the completion of this offering, holders of up to shares of our common stock will be entitled to certain Form S-3 registration rights. The holders of these shares then outstanding may make a written request we register the offer and sale of their shares on a registration statement on Form S-3 if we are eligible to file a registration statement on Form S-3 so long as the request covers securities and anticipated aggregate public offering price of which, excluding payment of underwriting or brokering discounts and commissions, is at least $2,000,000. These stockholders may make an unlimited number of requests for registration on Form S-3; however, we will not be required to effect a registration on Form S-3 if we have effected two such registrations within the 12-month period preceding the date of the request. Additionally, if we determine that it would be seriously detrimental to us and our stockholders to effect such a registration, we have the right to defer such registration, not more than once in any 12-month period, for a period of up to 120 days.

Anti-Takeover Provisions

Certain provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws, which will become effective immediately prior to the completion of this offering, which are summarized below, may have the effect of delaying, deferring or discouraging another person from acquiring control of us. They are also designed, in part, to encourage persons seeking to acquire control of us to negotiate

first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Delaware Law

We will be governed by the provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- the business combination or transaction which resulted in the stockholder becoming an interested stockholder was approved by the board of directors prior to the time that the stockholder became an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding shares owned by directors who are also officers of the corporation and shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to the time the stockholder became an interested stockholder, the business combination was approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

In general, Section 203 defines a "business combination" to include mergers, asset sales and other transactions resulting in financial benefit to a stockholder and an "interested stockholder" as a person who, together with affiliates and associates, owns, or within three years did own, 15% or more of the corporation's outstanding voting stock. These provisions may have the effect of delaying, deferring or preventing changes in control of our company.

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaw Provisions

Our amended and restated certificate of incorporation and our amended and restated bylaws, which will become effective immediately prior to the completion of this offering, will include a number of provisions that could deter hostile takeovers or delay or prevent changes in control of our board of directors or management team, including the following:

Board of Directors Vacancies

Our amended and restated certificate of incorporation and amended and restated bylaws will authorize only our board of directors to fill vacant directorships, including newly created seats. In addition, the number of directors constituting our board of directors will be permitted to be set only by a resolution adopted by a majority vote of our entire board of directors. These provisions would prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This will make it more difficult to change the composition of our board of directors and will promote continuity of management.

Classified Board

Our amended and restated certificate of incorporation and amended and restated bylaws will provide that our board of directors is classified into three classes of directors. A third party may be discouraged from making

a tender offer or otherwise attempting to obtain control of us as it is more difficult and time consuming for stockholders to replace a majority of the directors on a classified board of directors. See the section titled "Management—Classified Board of Directors."

Stockholder Action; Special Meeting of Stockholders

Our amended and restated certificate of incorporation will provide that our stockholders may not take action by written consent, but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock would not be able to amend our amended and restated bylaws or remove directors without holding a meeting of our stockholders called in accordance with our amended and restated bylaws. Our amended and restated bylaws will further provide that special meetings of our stockholders may be called only by a majority of our board of directors, the chairperson of our board of directors, our Chief Executive Officer or our President, thus prohibiting a stockholder from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations

Our amended and restated bylaws will provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

No Cumulative Voting

The Delaware General Corporation Law provides that stockholders are not entitled to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not provide for cumulative voting.

Directors Removed Only for Cause

Our amended and restated certificate of incorporation will provide that stockholders may remove directors only for cause.

Amendment of Charter and Bylaws Provisions

Amendments to our amended and restated certificate of incorporation will require the approval of the holders of at least % of our then outstanding capital stock. Our amended and restated bylaws will provide that the approval of stockholders holding at least % of our then outstanding capital stock is required for stockholders to amend or adopt any provision of our bylaws.

Issuance of Undesignated Preferred Stock

Our board of directors will have the authority, without further action by our stockholders, to issue up to shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by our board of directors. The existence of authorized but unissued shares of preferred stock would enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means.

Exclusive Forum

Our amended and restated bylaws will provide that, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim against us or any of our directors or officers arising pursuant to any provision of the Delaware General Corporation Law, (iv) any action to interpret, apply, enforce or determine the validity of our amended and restated certificate of incorporation or amended and restated bylaws or (v) any other action asserting a claim that is governed by the internal affairs doctrine shall be a state or federal court located within the State of Delaware, in all cases subject to the court's having jurisdiction over indispensable parties named as defendants. Our amended and restated bylaws will also provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a course of action under the Securities Act. Any person or entity purchasing or otherwise acquiring any interest in our securities shall be deemed to have notice of and consented to these provisions. Although we believe these provisions benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against us or our directors and officers.

Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our common stock will be . The transfer agent and registrar's address is .

Limitations of Liability and Indemnification

See the section titled "Certain Relationships and Related Party Transactions—Limitation of Liability and Indemnification of Officers and Directors."

Listing

We intend to apply for the listing of our common stock on under the symbol " ".

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock, and we cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares of our common stock will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Following the completion of this offering, based on the number of shares of our capital stock outstanding as of , we will have a total of shares of our common stock outstanding. Of these outstanding shares, all shares of our common stock sold in this offering will be freely tradable, except that any shares purchased in this offering by our affiliates, as that term is defined in Rule 144 under the Securities Act, would only be able to be sold in compliance with the Rule 144 limitations described below.

The remaining outstanding shares of our common stock will be, and shares subject to stock options will be upon issuance, deemed "restricted securities" as defined in Rule 144 under the Securities Act. Restricted securities may be sold in the public market only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below. As a result of the lock-up and market standoff agreements described below and the provisions of our IRA described in the section titled "Description of Capital Stock—Registration Rights," and subject to the provisions of Rule 144 or Rule 701, shares of our common stock will be available for sale in the public market as follows:

- beginning on the date of this prospectus, all shares of our common stock sold in this offering will be immediately available for sale in the public market; and
- beginning days after the date of this prospectus (subject to the terms of the lock-up and market standoff agreements described below) additional shares will become eligible for sale in the public market, of which shares will be held by affiliates and subject to the volume and other restrictions of Rule 144, as described below.

Lock-Up and Market Standoff Agreements

We will agree that we will not (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act relating to any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of any shares of common stock or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of shares of common stock or such other securities, in cash or otherwise), in each case without the prior written consent of for a period of days after the date of this prospectus, other than the shares of our common stock to be sold hereunder and certain other exceptions.

Our directors, our executive officers and holders of substantially all of our capital stock and securities convertible into our capital stock have entered or will enter into lock-up agreements with the underwriters prior to the commencement of this offering pursuant to which each of these persons or entities, with limited exceptions, for a period of days after the date of this prospectus, may not, without the prior written

consent of , (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock (including, without limitation, common stock or such other securities which may be deemed to be beneficially owned by such directors, executive officers and stockholders in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant) or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the common stock or such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of common stock or such other securities, in cash or otherwise or (iii) make any demand for or exercise any right with respect to the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock.

In addition, our executive officers, directors and holders of substantially all of our capital stock and securities convertible into or exchangeable for our capital stock have entered into market standoff agreements with us under which they have agreed that, subject to certain exceptions, for a period of 180 days after the date of this prospectus, they will not, without our prior written consent, dispose of or hedge any shares or any securities convertible into or exchangeable for shares of our common stock.

Rule 144

In general, Rule 144 provides that once we have been subject to the public company reporting requirements of Section 13 or Section 15(d) of the Exchange Act for at least 90 days, a person who is not deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and who has beneficially owned the shares of our common stock proposed to be sold for at least six months is entitled to sell those shares without complying with the manner of sale, volume limitation or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then that person would be entitled to sell those shares without complying with any of the requirements of Rule 144.

In general, Rule 144 provides that our affiliates or persons selling shares of our common stock on behalf of our affiliates are entitled to sell upon expiration of the market standoff agreements and lock-up agreements described above, within any three-month period, a number of shares of our common stock that does not exceed the greater of:

- 1% of the number of shares of our capital stock then outstanding, which will equal shares immediately after the completion of this offering; or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to that sale.

Sales of our common stock made in reliance upon Rule 144 by our affiliates or persons selling shares of our common stock on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our capital stock pursuant to a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying

with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required to wait until 90 days after the date of this prospectus before selling those shares pursuant to Rule 701.

Registration Rights

Pursuant to our IRA, after the completion of this offering, the holders of up to shares of our common stock, or certain transferees, will be entitled to certain rights with respect to the registration of the offer and sale of those shares under the Securities Act. See the section titled "Description of Capital Stock—Registration Rights" for a description of these registration rights. If the offer and sale of these shares of our common stock are registered, the shares will be freely tradable without restriction under the Securities Act, subject to the Rule 144 limitations applicable to affiliates, and a large number of shares may be sold into the public market.

Registration Statement

We intend to file a registration statement on Form S-8 under the Securities Act promptly after the effectiveness of this offering to register shares of our common stock subject to options outstanding, as well as reserved for future issuance, under our equity compensation plans. The registration statement on Form S-8 is expected to become effective immediately upon filing, and shares of our common stock covered by the registration statement will then become eligible for sale in the public market, subject to the Rule 144 limitations applicable to affiliates, vesting restrictions and any applicable market standoff agreements and lock-up agreements. See the section titled "Executive Compensation—Employee Benefit and Stock Plans" for a description of our equity compensation plans.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a summary of the material U.S. federal income tax consequences to "non-U.S. holders" (as defined below) of the ownership and disposition of our common stock issued pursuant to this offering, but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the provisions of the Code, Treasury regulations promulgated thereunder, administrative rulings and judicial decisions, all as of the date hereof. These authorities may be changed, possibly retroactively, which may result in U.S. federal income tax consequences different from those set forth below.

This summary does not address the tax considerations arising under the laws of any state, local or non-U.S. jurisdiction or under U.S. federal gift and estate tax laws. In addition, this discussion does not address tax considerations applicable to a non-U.S. holder's particular circumstances or non-U.S. holders that may be subject to special tax rules, including, without limitation:

- banks, insurance companies or other financial institutions (except to the extent specifically set forth below), regulated investment companies or real estate investment trusts;
- persons subject to the alternative minimum tax or Medicare contribution tax on net investment income;
- tax-exempt organizations or governmental organizations;
- pension plans or tax-exempt retirement plans;
- controlled foreign corporations, passive foreign investment companies and corporations that accumulate earnings to avoid U.S. federal income tax;
- dealers in securities or other persons that elect to use a mark-to-market method of accounting for their holdings in our stock;
- certain former citizens or long-term residents of the United States;
- partnerships or entities classified as partnerships for U.S. federal income tax purposes or other pass-through entities (and investors therein);
- persons who hold our common stock as a position in a "straddle," "conversion transaction" or other risk reduction transaction or integrated investment;
- persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to our common stock being taken into account in an "applicable financial statement" (as defined in Section 451(b) of the Code);
- persons who do not hold our common stock as a capital asset within the meaning of Section 1221 of the Code; or
- persons deemed to sell our common stock under the constructive sale provisions of the Code.

In addition, if a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes holds our common stock, the tax treatment of a partner in such partnership generally will depend on the status of the partner and upon the activities of the partnership. Accordingly, partnerships or other entities or arrangements treated as partnerships, that hold our common stock, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of the ownership and disposition of our common stock.

You are urged to consult your tax advisor with respect to the application of the U.S. federal income tax laws to your particular situation, as well as any tax consequences of the ownership and disposition of our common stock arising under the U.S. federal gift or estate tax laws or under the laws of any U.S. state or local, non-U.S. or other taxing jurisdiction or under any applicable tax treaty.

Non-U.S. Holder Defined

For purposes of this discussion, you are a "non-U.S. holder" if you are any holder that is not a partnership (or entity or arrangement treated as a partnership for U.S. federal income tax purposes) and are not, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in the United States or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income tax regardless of its source; or
- a trust (x) whose administration is subject to the primary supervision of a U.S. court and which has one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or U.S. persons, who have the authority to control all substantial decisions of the trust or (y) which has made a valid election to be treated as a U.S. person.

Distributions

As described in the section titled "Dividend Policy," we have never declared or paid cash dividends on our capital stock and do not anticipate paying any dividends on our capital stock in the foreseeable future. However, if we do make distributions on our common stock, those payments will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, if any, as determined under U.S. federal income tax principles. To the extent those distributions exceed both our current and our accumulated earnings and profits, they will constitute a return of capital and will first reduce your basis in our common stock, but not below zero, and then will be treated as gain from the sale or other disposition of property as described below under "—Gain on Disposition of Our Common Stock."

Except as otherwise described below in the paragraph on effectively connected income and the sections titled "—Backup Withholding and Information Reporting" and "—FATCA," any dividend paid to you generally will be subject to U.S. withholding tax either at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable income tax treaty between the U.S. and your country of residence. If the applicable withholding agent applies over-withholding or if a non-U.S. holder does not timely provide us with the required certification, the non-U.S. holder may be entitled to a refund or credit of any excess tax withheld by timely filing an appropriate claim with the IRS.

In order to receive a reduced treaty rate, you must provide the applicable withholding agent with an IRS Form W-8BEN, IRS Form W-8BEN-E or other appropriate version of IRS Form W-8, including any required attachments and your taxpayer identification number, certifying qualification for the reduced rate. In addition, you will be required to update such forms and certifications from time to time as required by law. If you are eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty, you may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. If you hold our stock through a financial institution or other agent acting on your behalf, you will be required to provide appropriate documentation to the agent, which then will be required to provide certification to us or our paying agent, either directly or through other intermediaries. You should consult your tax advisor regarding entitlement to benefits under any applicable income tax treaties.

Dividends received by you that are effectively connected with your conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, attributable to a permanent establishment or fixed base maintained by you in the United States) are generally exempt from such withholding tax, subject to the discussions below on backup withholding and FATCA withholding. In order to obtain this exemption, you must provide us with an IRS Form W-8ECI or other applicable IRS Form W-8 properly certifying such exemption. In addition, you will be required to update such forms and certifications from time to time as required by law. Such effectively connected dividends, although not subject to U.S. federal withholding tax, are includable on your U.S. federal income tax return and taxed to you at the same graduated rates applicable to U.S. persons, net of certain deductions and credits. If you are a corporate non-U.S. holder, dividends you receive that are effectively connected with your conduct of a U.S. trade or business may also be subject to a branch profits tax at a rate of 30%, or such lower rate as may be specified by an applicable income tax treaty between the United States and your country of residence. You should consult your tax advisor regarding any applicable tax treaties that may provide for different rules.

Gain on Disposition of Our Common Stock

Except as otherwise described below in the sections titled "—Backup Withholding and Information Reporting," and "—FATCA," you generally will not be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of our common stock unless:

- the gain is effectively connected with your conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, the gain is attributable to a permanent establishment or fixed base maintained by you in the United States);
- you are a non-resident alien individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or other disposition occurs and other conditions are met; or
- our common stock constitutes a United States real property interest by reason of our status as a "United States real property holding corporation," or USRPHC, for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding your disposition of, or your holding period for, our common stock, and, in the case where shares of our common stock are regularly traded on an established securities market, you own, or are treated as owning, more than 5% of our common stock at any time during the foregoing period.

In general, a corporation is a USRPHC if the fair market value of its U.S. real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide property interests and its other assets used or held for use in a trade or business (all as determined for U.S. federal income tax purposes). We believe, and this discussion assumes, that we currently are not, and will not become, a USRPHC for U.S. federal income tax purposes. However, because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property interests relative to the fair market value of our other business assets, there can be no assurance that we will not become a USRPHC at some point in the future. Even if we become a USRPHC, however, as long as our common stock is regularly traded on an established securities market, such common stock will be treated as U.S. real property interests only if you actually or constructively hold more than five percent of such regularly traded common stock at any time during the shorter of the five-year period preceding your disposition of, or your holding period for, our common stock.

If you are a non-U.S. holder described in the first bullet above, you will generally be required to pay tax on the net gain derived from the sale under regular graduated U.S. federal income tax rates (and a corporate non-U.S. holder described in the first bullet above also may be subject to the branch profits tax at a 30% rate), unless otherwise provided by an applicable income tax treaty between the United States and your country of residence. If you are a non-U.S. holder described in the second bullet above, you will generally be required to pay a 30% tax (or such lower rate specified by an applicable income tax treaty between the United States and

your country of residence) on the gain derived from the sale or other disposition of our stock, which gain may be offset by certain U.S. source capital losses (provided you have timely filed U.S. federal income tax returns with respect to such losses). You should consult your tax advisor regarding any applicable income tax treaty or other treaties that may provide for different rules.

Backup Withholding and Information Reporting

Generally, the applicable withholding agent must report annually to the IRS the amount of dividends paid to you, your name and address and the amount of tax withheld, if any. A similar report will be sent to you. Pursuant to applicable income tax treaties or other agreements, the IRS may make these reports available to tax authorities in your country of residence.

Payments of dividends or of proceeds on the sale or other disposition of stock made to you may be subject to information reporting and backup withholding unless you establish an exemption, for example, by properly certifying your non-U.S. status on an IRS Form W-8BEN, IRS Form W-8BEN-E or another appropriate version of IRS Form W-8. Any documentation provided to an applicable withholding agent may need to be updated in certain circumstances.

Information reporting and backup withholding generally will apply to the proceeds of a sale or other disposition of our common stock by a non-U.S. holder effected by or through the U.S. office of any broker, U.S. or foreign, unless the holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment of the proceeds from a sale or other disposition of our stock to a non-U.S. holder where the transaction is effected outside the United States through a foreign broker. However, for information reporting purposes, sales or other dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to sales or other dispositions effected through a U.S. office of a broker. Notwithstanding the foregoing, backup withholding and information reporting may apply if either we or our paying agent has actual knowledge, or reason to know, that you are a U.S. person. Non-U.S. holders should consult their own tax advisors regarding the application of the information reporting and backup withholding rules to them.

Backup withholding is not an additional tax; rather, the U.S. federal income tax liability of persons subject to backup withholding generally will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may generally be obtained from the IRS, provided that the required information is furnished to the IRS in a timely manner.

FATCA

Sections 1471 through 1474 of the Code, and the Treasury regulations and administrative guidance issued thereunder, or collectively, FATCA, generally impose U.S. federal withholding tax at a rate of 30% on dividends on and the gross proceeds from a sale or other disposition of our common stock if paid to a “foreign financial institution” (as defined in the Code), unless otherwise provided by the Treasury Secretary or such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding the U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are non-U.S. entities with U.S. owners) or otherwise establishes an exemption. FATCA also generally imposes a U.S. federal withholding tax of 30% on dividends paid on and the gross proceeds from a sale or other disposition of our common stock if paid to a “non-financial foreign entity” (as defined in the Code) unless otherwise provided by the Treasury Secretary or such entity provides the withholding agent with a certification identifying, and information with respect to, certain direct and indirect “substantial United States owners” (as defined in the Code), or substantial U.S. owners, of the entity, certifies that it does not have any such substantial U.S. owners or otherwise establishes and certifies to an exemption. The withholding provisions under FATCA generally apply to

dividends on our common stock. The Treasury Secretary has issued proposed regulations providing that the withholding provisions under FATCA do not apply with respect to the gross proceeds from a sale or other disposition of our common stock, which may be relied upon by taxpayers until final regulations are issued. An intergovernmental agreement between the United States and your country of tax residence may modify the requirements described in this paragraph. Non-U.S. holders should consult their own tax advisors regarding the possible implications of FATCA on their investment in our common stock.

Each prospective investor should consult its own tax advisor regarding the particular U.S. federal, state and local and non-U.S. tax consequences of purchasing, holding and disposing of our common stock, including the consequences of any proposed change in applicable laws.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement we will enter into, the underwriters named below, for whom Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC will act as representatives, will severally agree to purchase, and we will agree to sell to them, severally, the number of shares indicated below:

Underwriters	Number of Shares
Morgan Stanley & Co. LLC	
Goldman Sachs & Co. LLC	
Total	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters will offer the shares of common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement will provide that the obligations of the several underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters will be obligated to take and pay for all of the shares of common stock offered by this prospectus if any such shares are taken. However, the underwriters will not be required to take or pay for the shares covered by the underwriters' option to purchase additional shares described below.

The underwriters will initially propose to offer part of the shares of common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial offering of the shares of common stock, the offering price and other selling terms may from time to time be varied by the representatives. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We will grant to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering sales by the underwriters of a greater number of shares of common stock than the total number set forth in the table above, if any, made in connection with the offering of the shares of common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of common stock.

		Total	
	Per Share	No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $. We will agree to reimburse the underwriters for expenses relating to clearance of this offering with the Financial Industry Regulatory Authority up to $.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of common stock offered by them.

We intend to apply to list the common stock on the under the symbol " ".

We, all of our directors and executive officers, and the holders of substantially all of our outstanding stock, stock options and other securities convertible into or exchangeable or exercisable for our common stock will agree that, without the prior written consent of on behalf of the underwriters, we and they will not, and will not publicly disclose an intention to, during the period ending on and including the day after the date of this prospectus, or the restricted period:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;
- file any registration statement with the SEC relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock;

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, we and each such person agrees that, without the prior written consent of on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

The restrictions described in the immediately preceding paragraph do not apply to:

- the sale of shares to the underwriters; or
- the issuance by us of shares of common stock upon the exercise of a stock option or a warrant or the conversion of a security outstanding on the date of this prospectus of which the underwriters have been advised in writing;
- transactions by any person other than us relating to shares of common stock or other securities acquired in open market transactions after the completion of the offering of the shares; provided that no filing under Section 16(a) of the Exchange Act, is required or voluntarily made in connection with subsequent sales of the common stock or other securities acquired in such open market transactions; or
- facilitating the establishment of a trading plan on behalf of our shareholders, officers or directors pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of common stock, provided that (i) such plan does not provide for the transfer of common stock during the restricted period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by us regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of common stock may be made under such plan during the restricted period.

, in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time.

In order to facilitate the offering of the common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A

short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under their option to purchase additional shares. The underwriters can close out a covered short sale by exercising the option described above or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the option described above. The underwriters may also sell shares in excess of the option described above, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of common stock in the open market to stabilize the price of the common stock. These activities may raise or maintain the market price of the common stock above independent market levels or prevent or retard a decline in the market price of the common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of this Offering

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives. Among the factors to be considered in determining the initial public offering price are our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

European Economic Area

In relation to each member state of the EEA, each a Relevant State, no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that offers of shares may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the underwriters and us that it is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation.

In the case of any shares being offered to a financial intermediary as that term is used in the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares to the public other than their offer or resale in a Relevant State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters have been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer to the public" in relation to shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

We have not authorized and do not authorize the making of any offer of shares through any financial intermediary on their behalf, other than offers made by the underwriters with a view to the final placement of the shares in this document. Accordingly, no purchaser of the shares, other than the underwriters, is authorized to make any further offer of the shares on behalf of us or the underwriters.

United Kingdom

In relation to the United Kingdom, no shares of common stock have been offered or will be offered pursuant to this offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the shares that either (i) has been approved by the Financial Conduct Authority or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, except that offers of shares may be made to the public in the United Kingdom at any time under the following exemptions under the UK Prospectus Regulation:

- to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation); or

- in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000, or FSMA,

provided that no such offer of shares shall require us or any representative to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares in any relevant state means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

We have not authorized and do not authorize the making of any offer of shares through any financial intermediary on their behalf, other than offers made by the underwriters with a view to the final placement of the shares as contemplated in this prospectus. Accordingly, no purchaser of the shares, other than the underwriters, is authorized to make any further offer of the shares on behalf of us or the underwriters.

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in Article 2 of the UK Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or the Order, or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons") or otherwise in circumstances which have not resulted and will not result in an offer to the public of the shares in the United Kingdom within the meaning of the FSMA.

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

Canada

The shares of common stock may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares of common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

Shares of our common stock may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance

(Cap. 32, Laws of Hong Kong), (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to shares of our common stock may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares of our common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended), or the FIEL, has been made or will be made with respect to the solicitation of the application for the acquisition of the shares of common stock.

Accordingly, the shares have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

For Qualified Institutional Investors, or QII

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of common stock constitutes either a "QII only private placement" or a "QII only secondary distribution" (each as described in Paragraph 1, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of common stock. The shares of common stock may only be transferred to QIIs.

For Non-QII Investors

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of common stock constitutes either a "small number private placement" or a "small number private secondary distribution" (each as is described in Paragraph 4, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of common stock. The shares of common stock may only be transferred en bloc without subdivision to a single investor.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of shares of our common stock may not be circulated or distributed, nor may the shares of our common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where shares of our common stock are subscribed or purchased under Section 275 by a relevant person which is: (i) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired shares of our common stock under Section 275 except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (ii) where no consideration is given for the transfer; or (iii) by operation of law.

Solely for purposes of the notification requirements under Section 309B(1)(c) of the SFA, Chapter 289 of Singapore. The shares are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document does not constitute a prospectus within the meaning of, and has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, us or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

United Arab Emirates

The shares have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

LEGAL MATTERS

Wilson Sonsini Goodrich & Rosati, P.C., Palo Alto, California, which has acted as our counsel in connection with this offering, will pass upon the validity of the shares of our common stock being offered by this prospectus. Certain legal matters in connection with this offering will be passed upon for the underwriters by Davis Polk & Wardwell LLP, Menlo Park, California.

EXPERTS

The financial statements as of January 31, 2020 and for the year then ended included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have submitted with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some of which is contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The SEC maintains an Internet website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

As a result of this offering, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with this law, will file periodic reports, proxy statements and other information with the SEC. We also maintain a website at www.couchbase.com. Upon the completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on, or accessible through, our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

COUCHBASE, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Couchbase, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Couchbase, Inc. and its subsidiaries (the "Company") as of January 31, 2020, and the related consolidated statements of operations, of comprehensive loss, of redeemable convertible preferred stock and stockholders' deficit, and of cash flows for the year then ended, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 31, 2020, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

The consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of the consolidated financial statements in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP
San Jose, California
October 28, 2020, except for the effects of disclosing other contractual commitments information discussed in Note 7 and net loss per share information discussed in Note 13 to the consolidated financial statements, as to which the date is February 10, 2021

We have served as the Company's auditor since 2017.

COUCHBASE, INC.
CONSOLIDATED BALANCE SHEET
(in thousands, except share and per share amounts)

	As of January 31, 2020	Pro Forma as of January 31, 2020 (unaudited)
Assets		
Current assets		
Cash and cash equivalents	$ 18,224	
Accounts receivable, net	29,320	
Deferred commissions	6,517	
Prepaid expenses and other current assets	2,962	
Total current assets	57,023	
Property and equipment, net	6,002	
Deferred commissions, noncurrent	3,729	
Other assets	988	
Total assets	$ 67,742	
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit		
Current liabilities		
Accounts payable	$ 1,820	
Accrued compensation and benefits	8,782	
Other accrued liabilities	3,959	
Deferred revenue	54,615	
Total current liabilities	69,176	
Long-term debt	49,282	
Deferred revenue, noncurrent	6,314	
Other liabilities	680	
Total liabilities	125,452	
Commitments and contingencies (Note 7)		
Redeemable convertible preferred stock, $0.00001 par value; 47,404,808 shares authorized, 47,254,797 shares issued and outstanding as of January 31, 2020; aggregate liquidation preference of $157,329 as of January 31, 2020; no shares issued and outstanding as of January 31, 2020, pro forma (unaudited)	155,506	$ —
Stockholders' deficit		
Common stock, $0.00001 par value; 85,000,000 shares authorized, 14,116,179 shares issued and outstanding as of January 31, 2020; 61,776,077 shares issued and outstanding as of January 31, 2020, pro forma (unaudited)	—	—
Additional paid-in capital	30,554	186,060
Accumulated deficit	(243,770)	(243,770)
Total stockholders' deficit	(213,216)	(57,710)
Total liabilities, redeemable convertible preferred stock and stockholders' deficit	$ 67,742	$ 67,742

The accompanying notes are an integral part of these consolidated financial statements.

COUCHBASE, INC.
CONSOLIDATED STATEMENT OF OPERATIONS
(in thousands, except per share amounts)

	Year Ended January 31, 2020
Revenue	
Subscription	$ 76,600
Services	5,921
Total revenue	82,521
Cost of revenue	
Subscription	3,446
Services	4,356
Total cost of revenue	7,802
Gross profit	74,719
Operating expenses	
Research and development	31,672
Sales and marketing	57,829
General and administrative	15,561
Total operating expenses	105,062
Loss from operations	(30,343)
Interest expense	(4,657)
Other income (expense), net	6,509
Loss before income taxes	(28,491)
Provision for income taxes	766
Net loss	$ (29,257)
Net loss per share attributable to common stockholders, basic and diluted	$ (2.13)
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	13,723
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)	$ (0.48)
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)	61,383

The accompanying notes are an integral part of these consolidated financial statements.

COUCHBASE, INC.
CONSOLIDATED STATEMENT OF COMPREHENSIVE LOSS
(in thousands)

	Year Ended January 31, 2020
Net loss	$ (29,257)
Other comprehensive gain (loss), net of tax	—
Total other comprehensive gain (loss), net of tax	—
Comprehensive loss	$ (29,257)

The accompanying notes are an integral part of these consolidated financial statements.

COUCHBASE, INC.
CONSOLIDATED STATEMENT OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(in thousands, except shares)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balances as of February 1, 2019	47,254,797	$155,506	13,560,686	$ —	$ 25,733	$ —	$ (223,804)	$ (198,071)
Cumulative effect of accounting change (Note 2)	—	—	—	—	—	—	9,291	9,291
Issuance of common stock upon exercise of stock options	—	—	555,493	—	979	—	—	979
Issuance of common stock warrants	—	—	—	—	424	—	—	424
Stock-based compensation	—	—	—	—	3,418	—	—	3,418
Net loss	—	—	—	—	—	—	(29,257)	(29,257)
Balances as of January 31, 2020	47,254,797	$155,506	14,116,179	$ —	$ 30,554	$ —	$ (243,770)	$ (213,216)

The accompanying notes are an integral part of these consolidated financial statements.

COUCHBASE, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
(in thousands)

	Year Ended January 31, 2020
Cash flows from operating activities	
Net loss	$ (29,257)
Adjustments to reconcile net loss to net cash used in operating activities	
Depreciation and amortization	711
Amortization of debt issuance costs	174
Stock-based compensation	3,418
Amortization of deferred commissions	7,819
Foreign currency transaction losses	289
Other	20
Changes in operating assets and liabilities	
Accounts receivable	(10,474)
Deferred commissions	(10,303)
Prepaid expenses and other assets	(1,168)
Accounts payable	351
Accrued compensation and benefits	3,247
Other accrued liabilities	1,504
Deferred revenue	11,912
Net cash used in operating activities	(21,757)
Cash flows from investing activities	
Purchase of property and equipment	(4,710)
Net cash used in investing activities	(4,710)
Cash flows from financing activities	
Proceeds from exercise of stock options	979
Proceeds from issuance of long-term debt, net of debt issuance costs paid	34,801
Net cash provided by financing activities	35,780
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(135)
Net decrease in cash, cash equivalents and restricted cash	9,178
Cash, cash equivalents and restricted cash	
Beginning of year	9,589
End of year	$ 18,767
Cash and cash equivalents	$ 18,224
Restricted cash included in other assets	543
Total cash, cash equivalents and restricted cash	$ 18,767
Supplemental disclosures of cash activities	
Cash paid for income taxes	$ 513
Cash paid for interest	$ 3,849
Noncash investing activities	
Purchases of property and equipment included in accounts payable and other accrued liabilities	$ 141
Issuance of warrants to purchase common stock	$ 424

The accompanying notes are an integral part of these consolidated financial statements.

COUCHBASE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business

Couchbase, Inc. ("Couchbase" or the "Company") provides an enterprise-class, multi-cloud NoSQL database architected on top of an open source foundation. Couchbase was incorporated in the State of Delaware in 2008 and is headquartered in Santa Clara, California.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements have been prepared in conformity with generally accepted accounting principles in the United States of America ("GAAP").

Fiscal Year

The Company's fiscal year ends on January 31. For example, references to fiscal 2020 refer to the year ended January 31, 2020.

Principles of Consolidation

The consolidated financial statements include the account of Couchbase, Inc. and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Segment Information

The Company has a single operating and reportable segment. The Company's chief operating decision maker is its Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, assessing financial performance and allocating resources.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts stated in the financial statements and accompanying notes. Such estimates include standalone selling prices ("SSP") for each distinct performance obligation, capitalized internal-use software costs, expected period of benefit for deferred commissions, valuation of the Company's common stock, stock-based compensation, the determination of allowance for doubtful accounts and accounting for income taxes. The Company bases its estimates on historical experience and also assumptions that management considers reasonable. The Company assesses these estimates on a regular basis; however, actual results could differ from these estimates.

As the impact of the COVID-19 pandemic continues to evolve, estimates and assumptions about future events and their effects cannot be determined with certainty and therefore require increased judgment. These estimates and assumptions may change in future periods and will be recognized in the consolidated financial statements as new events occur and additional information becomes known. To the extent the Company's actual results differ materially from those estimates and assumptions, the Company's future financial statements could be affected.

Unaudited Pro Forma Balance Sheet and Pro Forma Net Loss Per Share

The unaudited pro forma balance sheet information as of January 31, 2020 has been prepared assuming the automatic conversion of all outstanding shares of redeemable convertible preferred stock into 47,659,898 shares

of common stock in connection with an IPO (as defined below). The shares of common stock issuable and the proceeds expected to be received in the Company's planned IPO are excluded from such pro forma information.

Unaudited pro forma basic and diluted net loss per share attributable to common stockholders is computed to give effect to the automatic conversion of all shares of the Company's outstanding redeemable convertible preferred stock into shares of common stock in connection with the planned IPO. The Company uses the if-converted method as though the conversion had occurred as of the beginning of the period or the original date of issuance, if later.

Foreign Currency

The reporting currency of the Company is the United States dollar. The functional currency of each of the Company's foreign subsidiaries is the U.S. dollar. Accordingly, each foreign subsidiary remeasures monetary assets and liabilities at period-end exchange rates, while nonmonetary items are remeasured at historical rates. Revenue and expense items are remeasured at the exchange rates in effect on the day the transaction occurred, except for those expenses related to non-monetary assets and liabilities, which are remeasured at historical exchange rates. Remeasurement adjustments are recognized in other income (expense), net in the consolidated statement of operations. Foreign currency transaction losses were $0.3 million for the year ended January 31, 2020.

Revenue Recognition

The Company accounts for revenue in accordance with Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606").

Revenue is derived from sales of subscriptions and services.

The Company's subscription revenue is primarily derived from term-based software licenses sold in conjunction with post-contract support ("PCS"). PCS bundled with subscriptions includes internet, email and phone support, bug fixes and the right to receive unspecified software updates and upgrades released when and if available during the subscription term. The non-cancelable term of the Company's subscription arrangements typically ranges from one to three years but may be longer or shorter in limited circumstances. The Company typically bills subscription revenue annually in advance. The software license in the subscription is a distinct performance obligation from PCS. License revenue is recognized upon transfer, when the customer has received access to the software. The PCS is recognized ratably over the term of the arrangement beginning on the date when access to the subscription is made available to the customer and represents the significant majority of the Company's revenue.

The Company's services revenue is derived from professional services for the implementation or configuration of its platform and training. Professional services are provided primarily on a fixed fee basis and are invoiced upfront, and training is generally priced on number of seats purchased. These services are distinct from subscription services. Revenue for fixed fee arrangements is recognized on a proportional performance basis as the services are performed.

The Company determines revenue recognition in accordance with ASC 606 through the following five steps:

- *Identify the contract with a customer:* The Company usually contracts with its customers using an order form that is governed either by the Company's standard electronic software licensing agreement or by the master sales agreement executed between the Company and the customer. A fully executed order form creates enforceable rights and obligations. The Company uses multiple factors such as historical

payments experience, credit status and financial status in determining the customer's ability to pay. At contract inception, the Company evaluates whether two or more contracts should be combined and accounted for as a single contract and whether the combined or single contract includes more than one performance obligation. The Company uses factors such as timing of the contract, negotiation teams involved and additional products or services contracted to determine combination.

- *Identify performance obligations in the contract:* The Company enters into contracts that can include various combinations of products and services such as licenses, PCS, professional services and training that are both (1) capable of being distinct, whereby the customer can benefit from the product or service either on its own or together with other resources that are readily available from third parties or from the Company and (2) distinct in the context of the contract, whereby the transfer of the products or services is separately identifiable from other promises in the contract.
- *Determine transaction price:* The transaction price is the consideration the Company expects to receive in exchange for those products or services. Variable consideration is included in the transaction price if, in the Company's judgment, it is probable that a significant future reversal of cumulative revenue recognized under the contract will not occur. Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to governmental entities (e.g., sales and other indirect taxes).
- *Allocate transaction price to the performance obligations in the contract*: Arrangements that include multiple performance obligations require an allocation of the transaction price to each performance obligation based on the relative SSP of the performance obligation. The Company also considers if there are any additional material rights inherent in a contract, and if so, the Company allocates a portion of the transaction price to such rights based on SSP of the material right. When appropriate, the Company determines SSP based on the price at which the performance obligation has previously been sold through past transactions. The Company determines SSP for performance obligations with no observable evidence using adjusted market, cost plus or residual methods. When the SSP of a subscription including bundled software license and PCS is highly variable and the contract also includes additional performance obligations with observable SSP, the Company first allocates the transaction price to the performance obligations with established SSPs and then applies the residual approach to allocate the remaining transaction price to the subscription. If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation.
- *Recognize revenue when or as the Company satisfies a performance obligation:* The Company recognizes revenue upon transfer of control of promised products or services. Revenue is recognized based on type of performance obligation: (1) point in time for software license, (2) over time for PCS, (3) over time based on input measures for professional services and (4) upon delivery for training.

Allocation of Overhead Costs

Overhead costs that are not substantially dedicated for use by a specific functional organization are allocated based on headcount. Such costs include costs associated with office facilities, depreciation and amortization of property and equipment and IT personnel-related costs and other expenses, such as software and subscription services.

Cost of Revenue

Cost of subscription revenue consists primarily of personnel-related costs associated with the Company's customer support organization, including salaries, benefits, bonuses and stock-based compensation, expenses associated with software and subscription services dedicated for use by the Company's customer support organization, third-party cloud infrastructure expenses and allocated overhead.

Cost of services revenue consists primarily of personnel-related costs associated with the Company's professional services and training organization, including salaries, benefits, bonuses and stock-based

compensation, costs of contracted third-party partners for professional services, expenses associated with software and subscription services dedicated for use by the Company's service organization and allocated overhead.

Advertising

Advertising costs are charged to sales and marketing expenses in the consolidated statement of operations in the period incurred. These costs were not material for the year ended January 31, 2020.

Stock-Based Compensation

The Company measures and recognizes compensation expense for all stock-based awards, including stock options, to employees, consultants and nonemployee directors based on the estimated fair value of the awards on the grant date. The fair value of each stock option granted is estimated using the Black-Scholes option-pricing model. The determination of the grant-date fair value using an option-pricing model is affected by the estimated fair value of the Company's common stock as well as assumptions regarding a number of other complex and subjective variables. These variables include expected stock price volatility over the expected term of the award, the risk-free interest rate for the expected term of the award and expected dividends. Stock-based compensation expense is recognized ratably over the requisite service period. Forfeitures are accounted for as they occur.

Income Taxes

The Company is subject to income taxes in the United States and numerous foreign jurisdictions.

The Company records a provision for income taxes for the anticipated tax consequences of the reported results of operations using the asset and liability method. Under this method, the Company recognizes deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts for financial reporting purposes and the tax bases of assets and liabilities, as well as for loss and tax credit carryforwards. The deferred assets and liabilities are measured using the statutorily enacted tax rates anticipated to be in effect when those tax assets and liabilities are expected to be realized or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the period that includes the enactment date.

A valuation allowance is established if, based upon the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company considers all available evidence, both positive and negative, including historical levels of income, expectations and risks associated with estimates of future taxable income in assessing the need for a valuation allowance.

The Company's tax positions are subject to income tax audits by multiple tax jurisdictions throughout the world. The Company recognizes the tax benefit of an uncertain tax position only if it is more likely than not the position will be sustainable upon examination by the taxing authority, including resolution of any related appeals or litigation processes. This evaluation is based on all available evidence and assumes that the tax authorities have full knowledge of all relevant information concerning the tax position. The tax benefit recognized is measured as the largest amount of benefit that is more likely than not to be realized upon ultimate settlement with the taxing authority. The Company recognizes interest accrued and penalties related to unrecognized tax benefits in the provision for income taxes. The Company makes adjustments to these reserves in accordance with the income tax guidance when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate.

Net Loss Per Share Attributable to Common Stockholders

Basic and diluted net loss per share attributable to common stockholders is computed in conformity with the two-class method required for participating securities. The Company considers all series of its redeemable

convertible preferred stock to be participating securities as the holders of such stock have the right to receive nonforfeitable dividends on a pari passu basis in the event that a dividend is paid on common stock. Under the two-class method, the net loss attributable to common stockholders is not allocated to the redeemable convertible preferred stock as the preferred stockholders do not have a contractual obligation to share in the Company's losses.

Basic net loss per share is computed by dividing net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period. Diluted net loss per share is computed by giving effect to all potentially dilutive shares to the extent they are dilutive. For purposes of this calculation, redeemable convertible preferred stock, stock options and common stock warrants are considered to be potentially dilutive shares but have been excluded from the calculation of diluted net loss per share attributable to common stockholders as their effect is anti-dilutive for all periods presented.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original or remaining maturities of three months or less when purchased to be cash and cash equivalents.

Restricted Cash

Restricted cash is held in a money market account in connection with a lease agreement for the Company's facilities. Restricted cash is included in other noncurrent assets on the consolidated balance sheet as the related lease expires more than one year from the balance sheet date.

Accounts Receivable

Accounts receivable includes billed and unbilled receivables, net of allowance for doubtful accounts. Accounts receivable are recorded at the invoiced amount and are non-interest bearing. The Company records a provision for doubtful accounts based on historical experience and a detailed assessment of the collectability of its accounts receivable. In estimating the allowance for doubtful accounts, the Company considers, among other factors, the aging of the accounts receivable, its historical write-offs, the credit worthiness of customers and general economic conditions. Account balances are charged off against the allowance when the Company believes it is probable the receivable will not be recovered. Actual write-offs may either be in excess of or less than the estimated allowance.

Unbilled accounts receivable represents revenue recognized on contracts in excess of invoiced amounts. Unbilled accounts receivable as of January 31, 2020 was not material.

The following table presents the changes in the allowance for doubtful accounts (in thousands):

	Year Ended January 31, 2020
Balance as of beginning of the period	$ 95
Add: bad debt expense	40
Less: write-offs, net of recoveries	(54)
Balance as of end of the period	$ 81

Concentration of Credit Risk

Financial instruments that potentially subject the Company to credit risk primarily consist of cash, cash equivalents, restricted cash and accounts receivable. The Company maintains its cash and cash equivalents and restricted cash with high-quality financial institutions. Cash equivalents consist of money market funds which are

invested through financial institutions in the United States. Deposits, including those held in foreign branches of global banks, may exceed the amount of insurance provided on such deposits. The Company has not experienced any losses on these deposits.

For its accounts receivable, the Company is exposed to credit risk in the event of nonpayment by customers to the extent of the amounts recorded on the consolidated balance sheet. Generally, credit risk with respect to accounts receivable is diversified due to the number of entities comprising the Company's customer base and their dispersion across different geographies and industries. The Company performs ongoing credit evaluations on certain customers and generally does not require collateral on accounts receivable. The Company maintains an allowance for doubtful accounts and historically bad debts have not been material.

No customer accounted for 10% or more of total revenue for the year ended January 31, 2020. No customer accounted for 10% or more of accounts receivable as of January 31, 2020.

Fair Value of Financial Instruments

The Company accounts for certain of its financial assets and liabilities at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The accounting guidance establishes a three-tiered hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value as follows:

Level 1 Observable inputs, such as quoted prices in active markets for identical assets or liabilities.

Level 2 Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The carrying amounts reflected on the consolidated balance sheet for cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair value due to the short maturities of those instruments.

The carrying value of long-term debt approximates fair value based on the borrowing rates currently available to the Company with similar terms. The fair value of long-term debt is a Level 2 fair value measurement.

Property and Equipment, Net

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets, which is as follows:

Computer equipment	3 years
Furniture and fixtures	5 years
Leasehold improvements	Shorter of lease term or estimated useful life
Capitalized internal-use software	3 years

When assets are retired or otherwise disposed of, the cost and accumulated depreciation and amortization are removed from the consolidated balance sheet, and any resulting gain or loss is reflected in the consolidated statement of operations in the period realized. Maintenance and repairs are charged to expense in the consolidated statement of operations in the period incurred.

Capitalized Internal-Use Software

The Company evaluates costs related to the development of its cloud-based platform for internal use incurred during the application development stage. Costs related to preliminary project activities and post-implementation activities are expensed as incurred and costs related to the application development stage are capitalized.

Capitalized internal-use software costs are included in property and equipment, net on the consolidated balance sheet. These costs are amortized on a straight-line basis over their estimated useful life commencing when assets are initially placed into service for their intended use. There was no amortization of capitalized internal-use software costs for the year ended January 31, 2020 since the software was still in the application development stage and not substantially complete and ready for its intended use. Future amortization of capitalized internal-use software costs related to the Company's services will be included in cost of revenue in the consolidated statement of operations.

Impairment of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Impairment exists for property and equipment if the carrying amounts of such assets exceed the estimates of future net undiscounted cash flows expected to be generated by such assets. An impairment charge is recognized for the amount by which the carrying amount of the asset, or asset group, exceeds its fair value. No impairment of long-lived assets occurred in the period presented.

Deferred Rent

The Company leases real estate facilities under operating leases. For leases that contain rent escalation or rent concession provisions, the Company records the total rent expense during the lease term on a straight-line basis over the term of the lease. The Company records the difference between the rent paid and the straight-line rent expense expected to be amortized within the next twelve months as current and included in other accrued liabilities**,** with the remainder classified as noncurrent and included in other liabilities on the consolidated balance sheet.

Deferred Commissions

The Company capitalizes certain sales commissions, including related payroll taxes, earned by the Company's sales force, which are considered to be incremental costs that would not be incurred absent of the contract. Commissions earned on the initial acquisition of a contract are amortized based on expected future revenue stream over a period of benefit of three years. The Company determined the period of benefit by taking into consideration its customer contracts, its technology and other factors. Commissions for renewal contracts are not commensurate with the commission paid for initial acquisition of a contract and are amortized based over the related contractual renewal period. The deferred commission amounts are recoverable through the future revenue streams under the customer contracts. Amortization of deferred commissions is included in sales and marketing expenses in the consolidated statement of operations. There was no impairment loss related to deferred sales commissions for the year ended January 31, 2020. Commissions that will be amortized within the next twelve months are classified as current with the remainder classified as non-current on the consolidated balance sheet.

Deferred Revenue

The Company records deferred revenue when the Company receives customer payments in advance of satisfying the performance obligations on the Company's contracts. Deferred revenue also includes amounts that have been invoiced but not yet collected, classified as accounts receivable, when the Company has an enforceable right to invoice. The portion of deferred revenue that is anticipated to be recognized as revenue during the succeeding twelve-month period is recorded as deferred revenue, current with the remainder classified as deferred revenue, noncurrent on the consolidated balance sheet.

Recent Accounting Pronouncements

Accounting Pronouncements Recently Adopted

The Company adopted ASC 606 on February 1, 2019 using the modified retrospective transition method applied to those contracts that were not completed as of January 31, 2019. ASC 606 also includes Subtopic 340-40, *Other Assets and Deferred Costs—Contracts with Customers*, which requires the deferral of incremental costs of obtaining a contract with a customer. ASC 606 supersedes the revenue recognition requirements in ASC 605, *Revenue Recognition*. The Company recorded a cumulative effect adjustment to the opening accumulated deficit of $9.3 million as of the adoption date, of which $9.4 million related to an increase in revenue that would have been recognized during the prior periods compared to previous guidance primarily for the Company's term-based software licenses and $0.1 million related to the reduction in commission expenses of prior periods that the Company capitalized under ASC 340, net of taxes.

Accounting Pronouncements Not Yet Adopted

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, *Leases (Topic 842)*, which requires lessees to record most leases on their balance sheets and disclosing key information about lease arrangements. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*. The ASU makes 16 technical corrections to the new lease standard and other accounting topics, alleviating unintended consequences from applying the new standard. It does not make any substantive changes to the core provisions or principles of the new standard. In July 2018, the FASB also issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*. The ASU provides (1) an optional transition method that entities can use when adopting the standard and (2) a practical expedient that permits lessors to not separate non-lease components from the associated lease component if certain conditions are met. In March 2019, the FASB also issued ASU 2019-01, *Leases (Top*ic 842): Codification Improvements, which impacts transition disclosures related to the new guidance. The new guidance is effective for the Company for its fiscal year beginning February 1, 2022 and interim periods within its fiscal years beginning February 1, 2023, and is required to be applied using a modified retrospective approach. Early adoption is permitted. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which requires a financial asset measured at amortized cost basis to be presented at the net amount expected to be collected, with further clarifications made more recently. For trade receivables, loans and other financial instruments, the Company will be required to use a forward-looking expected loss model rather than the incurred loss model for recognizing credit losses which reflects losses that are probable. Credit losses relating to available-for-sale debt securities are required to be recorded through an allowance for credit losses rather than as a reduction in the amortized cost basis of the securities. This guidance is effective for the Company for its fiscal year beginning February 1, 2023 and interim periods within that fiscal year. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In June 2018, the FASB issued ASU 2018-07, *Compensation—Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*, which expands the scope of Topic 718 to include share-based payments issued to nonemployees for goods and services. The new guidance is effective for the Company for its fiscal year beginning February 1, 2020 and interim periods within the fiscal year beginning February 1, 2021. Early adoption is permitted, but no earlier than an entity's adoption date of Topic 606. The Company does not expect the adoption of this guidance to have a material impact on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other —Internal-Use Software*, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a

service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The new guidance is effective for the Company for its fiscal year beginning February 1, 2021 and interim periods within its fiscal year beginning February 1, 2022. Early adoption is permitted. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which simplifies the accounting for income taxes by eliminating some exceptions to the general approach in Topic 740 in order to reduce cost and complexity of its application. This new guidance is effective for the Company for its fiscal year beginning February 1, 2022 and interim periods within its fiscal year beginning February 1, 2023. Early adoption is permitted. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

3. Fair Value Measurements

The following table presents the fair value hierarchy for the Company's assets measured at fair value on a recurring basis as of January 31, 2020 (in thousands):

	Level 1	Level 2	Level 3	Total
Cash Equivalents				
Money market funds	$13,714	$ —	$ —	$13,714
Total	$13,714	$ —	$ —	$13,714

There were no transfers of financial assets into or out of Level 1, Level 2 or Level 3 during the year ended January 31, 2020.

4. Balance Sheet Components

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	As of January 31, 2020
Prepaid expenses	$ 1,605
Prepaid software	974
Other current assets	383
Total prepaid expenses and other current assets	$ 2,962

Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	As of January 31, 2020
Computer equipment	$ 2,923
Furniture and fixtures	358
Leasehold improvements	1,387
Construction in progress	3,693
Total gross property and equipment	8,361
Accumulated depreciation and amortization	(2,359)
Total property and equipment, net	$ 6,002

The construction in progress balance consists of capitalized internal-use software that was still in the application development stage and not substantially complete and ready for its intended use as of January 31, 2020.

Depreciation and amortization expense was $0.7 million for the year ended January 31, 2020.

Accrued Compensation and Benefits

Accrued compensation and benefits consisted of the following (in thousands):

	As of January 31, 2020
Accrued bonus	$ 4,817
Accrued commissions	2,851
Accrued payroll and benefits	1,114
Total accrued compensation and benefits	$ 8,782

Other Accrued Liabilities

Other accrued liabilities consisted of the following (in thousands):

	As of January 31, 2020
Accrued professional fees	$ 1,375
Sales and value added tax payable	893
Income taxes payable	386
Accrued interest	767
Other	538
Total other accrued liabilities	$ 3,959

5. Deferred Revenue and Remaining Performance Obligations

The following table presents the deferred revenue balances (in thousands):

	As of January 31, 2020
Deferred revenue, current	$ 54,615
Deferred revenue, noncurrent	6,314
Total deferred revenue	$ 60,929

Changes in the deferred revenue balances during the year ended January 31, 2020 were as follows (in thousands):

	Deferred Revenue
Balances as of February 1, 2019	$ 49,017
Performance obligations satisfied during the year that were included in the deferred revenue balance at the beginning of the year	(42,679)
Increases due to invoicing prior to satisfaction of performance obligations	54,591
Balances as of January 31, 2020	$ 60,929

Remaining performance obligations (“RPOs”) represent the amount of contracted future revenue that has not yet been recognized, including both deferred revenue and non-cancelable contracted amounts that will be invoiced and recognized as revenue in future periods.

As of January 31, 2020, the Company's RPOs were $84.4 million. The Company expects to recognize revenue of $61.4 million of these remaining performance obligations over the next twelve months, with the remaining balance recognized thereafter.

6. Debt

Term Loan

In August 2018, the Company entered into an agreement for a term loan (the "Loan") with Hercules Capital to borrow up to a maximum of $35.0 million over a period of three years with an original maturity date in September 2021. The interest on the Loan is the greater of (1) 10.75% plus the prime rate minus 5.5% and (2) 10.75%. Under the terms of the Loan, the Company pays interest on a monthly basis and the aggregate Loan principal balance is due on the maturity date. The Loan is secured by a subordinated security interest in substantially all of the assets of the Company except intellectual property and also contains certain covenants, including covenants which prohibit the Company from declaring or making cash dividends. The Loan permits voluntary prepayment on borrowings with a penalty ranging from 0.25% to 2.50% of the prepaid principal amount. Additionally, the Loan allows the lender to accelerate and demand for all or part of the outstanding borrowings together with a prepayment penalty in the event of default (as defined by the Loan agreement). The Company borrowed $15.0 million under the Loan upon closing in August 2018.

In April 2019, the Company entered into an amendment to the Loan with Hercules Capital to borrow an additional $35.0 million, increasing the maximum Loan amount to $70.0 million and extending the maturity date. Under the terms of the amended Loan, the Company continued to pay interest at the same rate on a monthly basis with the aggregate principal balance repayment date being extended to May 2023. The amended Loan was also subject to a 3.75% end-of-term charge on the aggregate borrowings, payable upon maturity. The amendment also added certain financial covenants, including covenants related to achieving a target annual recurring revenue, that if not met by June 2022, could trigger early repayment in June 2022, and a target annual recurring revenue leverage ratio, that if not met, would limit the additional amount of borrowings under the Loan. The Company was in compliance with the financial covenants under the amended Loan as of January 31, 2020.

In connection with the amendment, the Company also issued warrants to purchase shares of the Company's common stock at $2.99 per share, exercisable over 10 years. The warrants were issuable at 2.25% of the aggregate amount of the borrowings drawn concurrently and after the amendment. The Company issued warrants to purchase 188,127 shares of the Company's common stock on $25.0 million that was borrowed concurrently with the execution of the amendment and warrants to purchase an additional 75,250 shares of the Company's common stock upon borrowings of an additional $10.0 million in December 2019. The Company determined the initial fair value of these warrants to be $0.4 million using the Black-Scholes option-pricing model. The fair value of the warrants was recorded to equity and as a debt discount that is amortized to interest expense over the term of the loan.

Debt is presented net of issuance costs on the consolidated balance sheet. The issuance costs incurred in connection with the amended Loan were $0.2 million for the year ended January 31, 2020, which were included as part of the Company's debt and are being amortized to interest expense over the life of the amended Loan. The loan principal outstanding and unamortized discount and debt issuance costs as of January 31, 2020 were as follows (in thousands):

	Amount
Principal outstanding	$50,000
Unamortized discount and debt issuance costs	(718)
Long-term debt	$49,282

Interest expense was $4.7 million at an effective interest rate of 12.4% for the year ended January 31, 2020.

Revolving Line of Credit

In November 2017, the Company entered into a Loan and Security Agreement with Silicon Valley Bank, providing the Company the ability to borrow up to $10.0 million from a revolving line of credit with an original maturity date in November 2018. Borrowings under the line of credit bear interest at a floating per annum rate equal to one half of one percentage point (0.50%) above the prime rate, which interest shall be payable monthly. The line of credit is secured with a pledge on substantially all of the assets of the Company, except any intellectual property and is subject to a minimum revenue covenant. In November 2018, the Company entered into an amendment with Silicon Valley Bank to increase the line of credit limit to $15.0 million and extend the maturity date to November 2019. In April 2019, an amendment was entered into with the Silicon Valley Bank to decrease the line of credit to $10.0 million. In October 2019, an amendment was entered into with Silicon Valley Bank to extend the maturity of the line of credit to November 2020. There were no borrowings against the line of credit as of January 31, 2020.

The revolving line of credit agreement contains certain customary covenants as well as customary events of default that prohibit the Company from paying cash dividends without prior approval from Silicon Valley Bank. The Company was in compliance with the financial covenant requirements of the line of credit as of January 31, 2020.

7. Commitments and Contingencies

Operating Leases

The Company leases facilities for office space under non-cancelable operating leases with various expiration dates through March 2025. In addition, the Company subleased certain of its unoccupied facilities to third parties through August 2019.

Rent expense was $2.9 million for the year ended January 31, 2020. Sublease income was $0.3 million for the year ended January 31, 2020 and is recorded as an offset to general and administrative expense in the consolidated statement of operations.

Future net minimum lease payments under non-cancelable operating lease agreements as of January 31, 2020 are as follows (in thousands):

	Operating Leases
Year Ending January 31,	
2021	$ 2,614
2022	2,584
2023	2,349
2024	2,318
2025	2,212
2026 and thereafter	362
Total	$ 12,439

Other Contractual Commitments

Other contractual commitments relate to third-party cloud infrastructure agreements and subscription arrangements. Future minimum payments under the Company's non-cancelable purchase commitments as of January 31, 2020 are presented in the table below (in thousands):

	Minimum Annual Commitments
Year Ending January 31,	
2021	$ 1,153
2022	530
2023	204
Total	$ 1,887

Legal Matters

The Company is involved from time to time in various claims and other legal actions arising in the ordinary course of business. While the Company is unable to predict or determine the ultimate outcome of these matters, the Company believes that none of its current legal proceedings would have a material adverse effect on its financial position, results of operations or cash flows for the year ended January 31, 2020. The Company recorded a $6.6 million gain from a legal settlement in other income (expense), net in the consolidated statement of operations for the year ended January 31, 2020.

Indemnification

The Company enters into standard indemnification arrangements in the ordinary course of business. Pursuant to these arrangements, the Company indemnifies, holds harmless and agrees to reimburse the indemnified parties for losses suffered or incurred by the indemnified party, in connection with any trade secret, copyright, patent or other intellectual property infringement claims brought by any third party against such indemnified party with respect to licensed technology. The term of these indemnification agreements is generally perpetual any time after the execution of the agreement. The maximum potential amount of future payments the Company could be required to make under these agreements is not determinable because it involves claims that may be made against the Company in the future but have not yet been made. To date, the Company has not incurred costs to defend lawsuits or settle claims related to these indemnification agreements.

The Company has entered into indemnification agreements with its directors and officers that may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct of the individual. No liability associated with such indemnifications has been recorded as of January 31, 2020.

8. Retirement Plan

The Company sponsors a defined contribution savings plan under Section 401(k) of the Internal Revenue Code of 1986, as amended (the "Code"), covering substantially all full-time U.S. employees. Each eligible employee may contribute to the 401(k) plan in accordance with the plan terms. Effective January 1, 2020, the Company made employer matching contributions to the 401(k) plan. The total matching contribution was $0.2 million for the year ended January 31, 2020.

9. Redeemable Convertible Preferred Stock

A summary of the redeemable convertible preferred stock as of January 31, 2020 consisted of the following (in thousands, except share and per share data):

Series	Shares Authorized	Shares Issued and Outstanding	Original Price Per Share	Per Share Conversion Price	Carrying Amount	Liquidation Preference
Series A	8,126,812	8,126,812	$ 0.62140	$ 0.62140	$ 4,974	$ 5,050
Series B	10,101,010	10,101,010	0.99000	0.99000	9,948	10,000
Series X	1,265,257	1,265,257	1.94970	1.94970	1,064	2,467
Series C	5,885,963	5,885,963	2.51650	2.51650	14,789	14,812
Series D	5,579,099	5,579,099	4.48101	4.48101	24,903	25,000
Series E	7,672,632	7,672,632	7.82000	7.42782	59,923	60,000
Series F	8,774,035	8,624,024	4.63820	4.63820	39,905	40,000
Total	47,404,808	47,254,797			$ 155,506	$ 157,329

The rights, preferences and privileges of the redeemable convertible preferred stock are as follows:

Voting

The holders of redeemable convertible preferred stock are entitled to vote on all matters which common stockholders are entitled to vote. Holders of redeemable convertible preferred stock and common stock vote together as a single class, not as separate classes. Each holder of redeemable convertible preferred stock is entitled to the number of votes equal to the number of common stock shares into which the shares held by such holder are convertible.

Dividends

The holders of shares of redeemable convertible preferred stock are entitled to receive dividends, when, as and if declared by the Board of Directors, at the annual dividend rate of each such series of redeemable convertible preferred stock, prior and in preference to the payment of any dividends on common stock in such calendar year. Such dividends are noncumulative. Payments of any dividends to the holders of each such series of convertible preferred stock shall be paid pro rata, on an equal priority, pari passu basis according to their respective dividend preferences. The dividend rate of the Series A, B, X, C, D, E and F redeemable convertible preferred stock is $0.049712, $0.0792, $0.15597, $0.20132, $0.35848, $0.6256 and $0.37106 per share, per annum, respectively. No dividends have been declared by the Board of Directors through January 31, 2020.

Conversion

Each share of redeemable convertible preferred stock is convertible, at the option of the holder, according to a conversion ratio, which is subject to adjustment for dilution. The initial conversion price of redeemable convertible preferred stock is the original issue price per share. In connection with the issuance of shares of Series F redeemable convertible preferred stock, the conversion price per share of Series E redeemable convertible preferred stock was adjusted in accordance with dilution provisions to $7.42782. Each share of redeemable convertible preferred stock automatically converts into the number of shares of common stock at the conversion price at the time in effect upon the closing of a firm commitment underwritten public offering of common stock (“IPO”) at a per share price of not less than $10.20 (as adjusted for any stock splits, stock dividends, recapitalizations or the like) with gross proceeds of at least $50.0 million or the affirmative election of a majority of the holders of the then outstanding shares of redeemable convertible preferred stock, voting together as a single class. In addition, if the Company issues any additional common stock below the conversion price of redeemable convertible preferred stock, the conversion price for the redeemable convertible preferred stock shall be subject to adjustment. As of January 31, 2020, the conversion ratio for Series A, B, X, C, D and F redeemable convertible preferred stock is one for one, and the conversion ratio for Series E is 1.05280 for one.

Liquidation

In the event of any liquidation, dissolution, or winding-up of the Company, whether voluntary or involuntary, including a merger, acquisition or sale of assets, (a "Liquidation Event") the holders of each share of redeemable convertible preferred stock then outstanding shall be entitled to be paid, out of the available funds and assets, and prior and in preference to any payment or distribution of any available funds and assets on any shares of common stock, an amount per share equal to the original issue price for each such series of redeemable convertible preferred stock, respectively, plus all declared but unpaid dividends thereon. If upon any Liquidation Event, the available funds and assets shall be insufficient to permit the payment to holders of the redeemable convertible preferred stock of their full preferential amounts, then all the remaining available funds and assets shall be distributed among the holders of the then outstanding redeemable convertible preferred stock, on an equal priority, pari passu basis, according to their respective liquidation preferences.

After the payment of the full liquidation preference to redeemable convertible preferred stock, the remaining assets of the Company legally available for distribution to stockholders will be distributed ratably to the holders of common stock.

Classification

The convertible preferred stock does not contain any date-certain redemption features and is not mandatorily redeemable. The convertible preferred stock is contingently redeemable upon certain deemed liquidation events such as a merger or sale of substantially all the assets of the Company. Because not all deemed liquidation events would constitute a redemption event within the Company's control, all shares of redeemable convertible preferred stock are presented in mezzanine equity on the consolidated balance sheet.

10. Equity

Common Stock

Each share of common stock is entitled to one vote for matters to be voted on by the stockholders of the Company.

As of January 31, 2020, the Company has reserved common stock for future issuance, on an if-converted basis, as follows:

	Number of Shares
Conversion of redeemable convertible preferred stock	47,659,898
Stock options outstanding	19,490,162
Common stock warrants	263,377
Reserved for future grant of stock options	1,497,652
Total	68,911,089

Equity Incentive Plans

The Company has a 2008 Equity Incentive Plan (the "2008 Plan") and a 2018 Equity Incentive Plan (the "2018 Plan"). The 2008 Plan and 2018 Plan (collectively referred to as the "Stock Plans") provide for the granting of equity awards to employees, consultants and nonemployee directors of the Company.

Options granted under the Stock Plans may be either incentive stock options ("ISOs") or nonqualified stock options ("NSOs"). ISOs may be granted only to Company employees (including officers and directors who are also employees). NSOs may be granted to Company employees, consultants and nonemployee directors. Options under the Stock Plans may be granted for periods of up to ten years. The exercise price shall not be less than 100% of the estimated fair value of the shares on the date of grant as determined by the Board of Directors. Options granted generally vest over four years and vest at a rate of 25% upon the first anniversary of the issuance date and 1/48 per month thereafter.

Shares of common stock purchased under Stock Plans are subject to certain restrictions and repurchase rights, including the right of first refusal by the Company for sale or transfer of shares to outside parties.

Stock option activity and activity regarding shares available for grant under the Stock Plans for the year ended January 31, 2020 are as follows (aggregate intrinsic value in thousands):

		Options Outstanding			
	Shares Available for Grant	Number of Options	Weighted-Average Exercise Price	Weighted-Average Contractual Term	Aggregate Intrinsic Value
Balances as of February 1, 2019	1,799,198	17,170,494	$ 2.16		
Additional shares reserved	2,573,615				
Options exercised	—	(555,493)	1.76		
Options granted	(4,431,150)	4,431,150	3.00		
Options cancelled	1,555,989	(1,555,989)	2.50		
Balances as of January 31, 2020	1,497,652	19,490,162	2.33	6.68	$ 19,485
Options vested and expected to vest as of January 31, 2020		19,490,162	$ 2.33	6.62	$ 19,485
Options vested and exercisable as of January 31, 2020		11,942,551	$ 2.04	5.62	$ 15,348

The weighted-average grant-date fair value of options granted during the year ended January 31, 2020 was $1.21. The total intrinsic value of options exercised during the year ended January 31, 2020 was $0.7 million. Aggregate intrinsic value represents the difference between the exercise price of the options and the estimated fair value of the Company's common stock.

The fair value of employee stock options was estimated using the following weighted-average assumptions:

	Year Ended January 31, 2020
Expected term (in years)	6.1
Expected volatility	35.6%
Risk-free interest rate	1.9%
Dividend yield	—

Expected term—The expected term of stock options represents the weighted-average period the stock options are expected to remain outstanding and is calculated using the simplified method, as the Company did not have sufficient historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior. The simplified method calculates the expected term as the midpoint between the vesting date and the contractual expiration date of the option.

Expected volatility—The expected stock price volatility assumption was determined by examining the historical volatilities for industry peers, as the Company does not have any trading history for the Company's common stock.

Risk-free interest rate—The risk-free rate assumption is based on the U.S. Treasury instruments whose term was consistent with the expected term of the Company's stock options.

Dividend yield—The expected dividend assumption is based on the Company's history and expectation of dividend payouts.

Fair value of underlying common stock—As the Company's common stock is not publicly traded, the fair value was determined by the Board of Directors with input from management and contemporaneous independent third-party valuations.

Stock-Based Compensation

Stock-based compensation expense was as follows (in thousands):

	Year Ended January 31, 2020
Cost of revenue—subscription	$ 54
Cost of revenue—services	22
Research and development	1,080
Sales and marketing	920
General and administrative	1,342
Total stock-based compensation expense	$ 3,418

Stock-based compensation expense related to options granted to nonemployees for the year ended January 31, 2020 was not material.

As of January 31, 2020, there was $7.5 million of unrecognized stock-based compensation expense related to unvested stock options, which is expected to be recognized over a weighted-average period of 2.5 years.

11. Income Taxes

The components of income (loss) before income taxes were as follows (in thousands):

	Year Ended January 31, 2020
United States	$ (30,945)
International	2,454
Total	$ (28,491)

The provision for income taxes consists of the following (in thousands):

	Year Ended January 31, 2020
Current	
Federal	$ —
State	6
Foreign	760
	766
Deferred	
Federal	—
State	—
Foreign	—
	—
Total provision for income taxes	$ 766

The effective tax rate differs from the federal statutory income tax rate applied to the loss before provision for income taxes and tax due to the following:

	Year Ended January 31, 2020
Provision for income taxes computed at federal statutory rate	21.0%
State taxes, net of federal benefits	6.5
Tax credits	5.0
Nondeductible expenses	(2.7)
Change in valuation allowance	(29.2)
Other	(3.3)
Total	(2.7)%

Significant components of the Company's deferred tax assets are as follows (in thousands):

	As of January 31, 2020
Net operating loss carryforwards	$ 52,353
Research and development credits	9,755
Accruals and reserves	4,916
Stock-based compensation	1,286
Other	87
Gross deferred tax assets	68,397
Less: Valuation allowance	(68,397)
Net deferred tax assets	$ —

A valuation allowance is provided when it is not more likely than not that some portion of the deferred tax assets will be realized. Management believes that, based on a number of factors, it is more likely than not that the U.S. federal and state net deferred tax assets will not be fully realized, thus a full valuation allowance has been recorded. The net change in the valuation allowance during the year ended January 31, 2020 was an increase of $8.3 million primarily due to current year losses.

As of January 31, 2020, the Company had net operating loss carryforwards of $214.0 million for U.S. federal and $115.0 million for U.S. state income tax purposes available to offset future taxable income. The federal and state net operating loss carryforwards will begin expiring in 2028 and 2026, respectively. As of January 31, 2020, the Company had federal and state research and development credits of $7.4 million and $7.0 million, respectively. The federal research and development credits will begin expiring in 2029. The state research and development credits are not currently subject to expiration. Utilization of the net operating loss and tax credit carryforwards may be subject to annual limitation due to the ownership change limitations provided by the Code and similar state provisions. Such an annual limitation could result in the expiration of net operating loss and tax credit carryforwards before utilization.

Foreign withholding taxes have not been provided for the cumulative undistributed earnings of the Company's foreign subsidiaries as of January 31, 2020 due to the Company's intention to permanently reinvest such earnings. Determination of the amount of unrecognized deferred tax liability related to these earnings is not practicable.

The following table shows the changes in the gross unrecognized tax benefits (in thousands):

	Year Ended January 31, 2020
Balance as of beginning of year	$ 2,904
Increase related to current year tax positions	697
Balance as of end of year	$ 3,601

As of January 31, 2020, no amount of unrecognized tax benefits, if recognized, would impact the Company's effective tax rate.

There were no interest and penalties associated with unrecognized income tax benefits for the year ended January 31, 2020.

Although it is reasonably possible that certain unrecognized tax benefits may increase or decrease within the next 12 months due to tax examination changes, settlement activities or the impact on recognition and measurement considerations related to the results of published tax cases or other similar activities, the Company does not anticipate any significant changes to unrecognized tax benefits over the next 12 months.

The Company files income tax returns in the U.S. federal jurisdiction, various state and local jurisdictions and in various international jurisdictions. Due to the Company's net operating loss carryforwards, all tax years since inception remain subject to examination.

12. Geographic Information

The following table depicts the disaggregation of revenue by geographic area based on the billing address of the customer (in thousands):

	Year Ended January 31, 2020
United States	$ 56,663
International	25,858
Total	$ 82,521

No individual foreign country contributed 10% or more of total revenue for the year ended January 31, 2020.

As of January 31, 2020, substantially all of the Company's long-lived assets were located in the United States.

13. Net Loss per Share and Unaudited Pro Forma Net Loss per Share

The following table presents the calculation of basic and diluted net loss per share attributable to common stockholders (in thousands, except per share data):

	Year Ended January 31, 2020
Numerator	
Net loss attributable to common stockholders	$ (29,257)
Denominator	
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	13,723
Net loss per share attributable to common stockholders, basic and diluted	$ (2.13)

The following potentially dilutive securities were excluded from the computation of diluted net loss per share for the period presented because the impact of including them would have been anti-dilutive (in thousands):

	Year Ended January 31, 2020
Stock options	19,490
Redeemable convertible preferred stock (on an if-converted basis)	47,660
Common stock warrants	263

The following table presents the calculation of unaudited pro forma basic and diluted net loss per share (in thousands, except share and per share data):

	Year Ended January 31, 2020 *(unaudited)*
Numerator	
Net loss attributable to common stockholders	$ (29,257)
Denominator	
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted	13,723
Pro forma adjustment for assumed conversion of redeemable convertible preferred stock to common stock	47,660
Weighted-average shares used in computing pro forma net loss per share attributable to common stockholders, basic and diluted	61,383
Pro forma net loss per share attributable to common stockholders, basic and diluted	$ (0.48)

14. Subsequent Events

The Company has evaluated subsequent events through October 28, 2020, the date the consolidated financial statements were available to be issued.

In May 2020, the Company issued 17,920,837 shares of Series G redeemable convertible preferred stock at a price of $5.8591 per share for proceeds of $104.3 million, net of issuance costs. Shares of Series G redeemable convertible preferred stock are convertible into common stock at a conversion price equal to the lesser of the original issue price or solely, in the event of an IPO, at an amount equal to 70% to 80% if the price per share offered in such IPO, or solely in the event of a direct listing, an amount equal to 70% to 80% of the average stock price during the seven days beginning with the first issuance date of the direct listing. Shares of Series G redeemable convertible preferred stock earn cumulative dividends, whether declared or not, at the rate of 5.5% per annum, which may increase to 7.0% if certain cash dividends remain unpaid or certain earnings levels are not achieved by a target date. In the event the Company does not consummate an IPO or direct listing prior to May 18, 2025, shares of Series G redeemable convertible preferred stock are redeemable at the holder's election for cash at an amount equal to the original issue price plus any accrued and unpaid dividends. The holders of Shares of Series G redeemable convertible preferred stock are entitled to vote on an as-converted basis. The Series G redeemable convertible preferred stock is senior to all currently outstanding series of redeemable convertible preferred stock and common stock. The Series G redeemable convertible preferred stock is redeemable at an amount per share equal to one and a half times the original issue price plus accrued but unpaid dividends upon a liquidation or other deemed liquidation event.

In connection with the issuance of shares of Series G redeemable convertible preferred stock, the Company amended and restated its certificate of incorporation in May 2020 to, among other things, (i) increase the number of shares of common stock that the Company is authorized to issue to an aggregate of 108,000,000 shares,

(ii) increase the number of shares of redeemable convertible preferred stock that the Company is authorized to issue to an aggregate of 65,175,647 shares, (iii) authorize and create one new series of redeemable convertible preferred stock designated as "Series G Preferred Stock," (iv) establish the rights, preferences, privileges and restrictions of Series G redeemable convertible preferred stock as described above and (v) revise the definition of a qualified IPO to be defined as a public offering with gross proceeds of at least $100.0 million, and in connection with which the common stock is listed for trading on the New York Stock Exchange or the Nasdaq Stock Market's National Market.

In June 2020, the Company paid off $25.0 million of the Loan and entered into an amendment to the Loan with Hercules Capital, which reduced the maximum borrowings under the Loan from $70.0 million to $25.0 million and extended the Loan maturity date to June 2024. The Company paid a prepayment penalty and end-of-term charge of $1.3 million in accordance with the terms of the Loan that will be recorded as interest expense in the consolidated statement of operations.

Events Subsequent to the Original Issuance of the Consolidated Financial Statements (Unaudited)

The Company has evaluated subsequent events from October 28, 2020 through February 10, 2021, the date the consolidated financial statements were available for reissuance.

In November 2020, an amendment was entered into with Silicon Valley Bank to extend the maturity of the line of credit to February 2021. In January 2021, an amendment was entered into with Silicon Valley Bank to increase the line of credit limit to $40.0 million and extend the maturity date to January 2024. The Company borrowed $25.0 million against the line of credit in January 2021 and used the proceeds to fully pay off the remaining balance of the Loan with Hercules Capital. The Company paid a prepayment penalty and end-of-term charge of $1.6 million in accordance with the terms of the Loan that will be recorded as interest expense in the consolidated statement of operations.

Through December 2020, the Company granted options to purchase an aggregate of 4,901,950 shares of common stock, which generally vest over four years subject to continued service.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all expenses to be paid by us, other than underwriting discounts and commissions, upon the completion of this offering. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and the exchange listing fee.

	Amount to be Paid
SEC registration fee	$ *
FINRA filing fee	*
Exchange listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous expenses	*
Total	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a corporation's board of directors to grant, and authorizes a court to award, indemnity to officers, directors and other corporate agents.

We expect to adopt an amended and restated certificate of incorporation, which will become effective immediately prior to the completion of this offering, and which will contain provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by Delaware law. Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for the following:

- any breach of their duty of loyalty to our company or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the Delaware General Corporation Law is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the Delaware General Corporation Law.

In addition, we expect to adopt amended and restated bylaws, which will become effective immediately prior to the completion of this offering, and which will provide that we will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any action, suit or

proceeding by reason of the fact that they are or were one of our directors or officers or is or was serving at our request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. Our amended and restated bylaws are expected to provide that we may indemnify to the fullest extent permitted by law any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that they are or were one of our employees or agents or is or was serving at our request as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Our amended and restated bylaws will also provide that we must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to limited exceptions.

Further, we have entered into or will enter into indemnification agreements with each of our directors and executive officers that may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements require us, among other things, to indemnify our directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements also require us to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit or proceeding. We believe that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

The limitation of liability and indemnification provisions that are expected to be included in our amended and restated certificate of incorporation, amended and restated bylaws and the indemnification agreements that we have entered into or will enter into with our directors and executive officers may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, we are not aware of any pending litigation or proceeding involving any person who is or was one of our directors, officers, employees or other agents or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

We have obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to us with respect to payments that may be made by us to these directors and executive officers pursuant to our indemnification obligations or otherwise as a matter of law.

Certain of our non-employee directors may, through their relationships with their employers, be insured or indemnified against certain liabilities incurred in their capacity as members of our board of directors.

The underwriting agreement to be filed as Exhibit 1.1 to this registration statement will provide for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act or otherwise.

Item 15. Recent Sales of Unregistered Securities.

Since February 1, 2018, we have issued the following unregistered securities:

Preferred Stock Issuances

In May 2020, we sold an aggregate of 17,920,837 shares of our Series G redeemable convertible preferred stock to 19 accredited investors at a purchase price of $5.85910 per share, for an aggregate purchase price of $104,999,976.

Warrant Issuances

In April and December 2019, we issued warrants to purchase 263,377 shares of our common stock to one accredited investor at an exercise price of $2.99.

Option Issuances

From February 1, 2018 through the filing date of this registration statement, we granted to our directors, officers, employees, consultants and other service providers options to purchase an aggregate of 13,110,958 shares of our common stock under our equity compensation plans at exercise prices ranging from approximately $2.06 to $4.30 per share, for a weighted-average exercise price of $3.09.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions or any public offering. We believe the offers, sales and issuances of the above securities were exempt from registration under the Securities Act (or Regulation D or Regulation S promulgated thereunder) by virtue of Section 4(a)(2) of the Securities Act because the issuance of securities to the recipients did not involve a public offering, or in reliance on Rule 701 because the transactions were pursuant to compensatory benefit plans or contracts relating to compensation as provided under such rule. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about us. The sales of these securities were made without any general solicitation or advertising.

Item 16. Exhibits and Financial Statement Schedules.

Exhibits

See the Exhibit Index immediately preceding the signature page hereto for a list of exhibits filed as part of this registration statement on Form S-1, which Exhibit Index is incorporated herein by reference.

Financial Statement Schedules

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Amended and Restated Certificate of Incorporation of the registrant, as currently in effect.
3.2*	Form of Amended and Restated Certificate of Incorporation of the registrant, to be in effect upon the completion of this offering.
3.3	Amended and Restated Bylaws of the registrant, as currently in effect.
3.4*	Form of Amended and Restated Bylaws of the registrant, to be in effect upon the completion of this offering.
4.1*	Form of common stock certificate of the registrant.
4.2*	Seventh Amended and Restated Investors' Rights Agreement among the registrant and certain holders of its capital stock, dated as of May 19, 2020.
5.1*	Opinion of Wilson Sonsini Goodrich & Rosati, P.C.
10.1+*	Form of Indemnification Agreement between the registrant and each of its directors and executive officers.
10.2+*	Couchbase, Inc. 2021 Equity Incentive Plan and related form agreements.
10.3+*	Couchbase, Inc. 2021 Employee Stock Purchase Plan and related form agreements.
10.4+*	Couchbase, Inc. 2018 Equity Incentive Plan and related form agreements.
10.5+*	Couchbase, Inc. 2008 Equity Incentive Plan and related form agreements.
10.6+*	Couchbase, Inc. 2021 Executive Incentive Compensation Plan and related form agreements.
10.7+*	Outside Director Compensation Policy.
10.8+*	Change in Control and Severance Policy and related form agreements.
10.9+*	Confirmatory Employment Letter between the registrant and Matthew M. Cain, dated as of , 2021.
10.10+*	Confirmatory Employment Letter between the registrant and Margaret Chow, dated as of , 2021.
10.11+*	Confirmatory Employment Letter between the registrant and Denis Murphy, dated as of , 2021.
10.12	Sublease by and between the registrant and Gigamon Inc., dated as of April 25, 2018.
10.13	Amended and Restated Loan and Security Agreement by and between the registrant and Silicon Valley Bank, dated as of January 29, 2021.
21.1*	List of subsidiaries of the registrant.
23.1*	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.
23.2*	Consent of Wilson Sonsini Goodrich & Rosati, P.C. (included in Exhibit 5.1).
24.1*	Power of Attorney (included on page II-6).

* To be filed by amendment. All other exhibits are submitted herewith.
\+ Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Santa Clara, California, on the day of , 2021.

COUCHBASE, INC.

By: _____
Matthew M. Cain
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Matthew M. Cain and Margaret Chow, and each one of them, as their true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for them and in their name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective on filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
Matthew M. Cain	President, Chief Executive Officer and Director (*Principal Executive Officer*)	, 2021
Gregory Henry	Senior Vice President and Chief Financial Officer (*Principal Financial Officer and Principal Accounting Officer*)	, 2021
Edward T. Anderson	Director	, 2021
Kevin J. Efrusy	Director	, 2021
Jeffrey E. Epstein	Director	, 2021
Alex Migon	Director	, 2021

Signature	Title	Date
_____ Rob Rueckert	Director	, 2021
_____ David C. Scott	Director	, 2021
_____ Richard A. Simonson	Director	, 2021

Exhibit 3.1

NINTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

COUCHBASE, INC.

Couchbase, Inc., a Delaware corporation, hereby certifies that:

1. The name of the corporation is Couchbase, Inc. The date of filing its original Certificate of Incorporation with the Secretary of State was September 22, 2008 under the name of Northscale, Inc.

2. This Ninth Amended and Restated Certificate of Incorporation of the corporation (the "***Restated Certificate***") attached hereto as Exhibit "1", which is incorporated herein by this reference, and which restates, integrates and further amends the provisions of the Certificate of Incorporation of this corporation as previously amended or supplemented, has been duly adopted by the corporation's Board of Directors and a majority of the stockholders in accordance with Sections 228, 242 and 245 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, said corporation has caused this Restated Certificate to be signed by its duly authorized officer and the foregoing facts stated herein are true and correct.

Dated: 5/19/2020

Couchbase, Inc.

By: /s/ Matt Cain
Name: Matt Cain
Title: President and Chief Executive Officer

EXHIBIT "1"

NINTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

COUCHBASE, INC.

ARTICLE I: NAME

The name of the corporation is Couchbase, Inc.

ARTICLE II: REGISTERED AGENT

The address of the registered office of the corporation in the State of Delaware is 3500 South Dupont Highway, City of Dover, County of Kent, Delaware 19901. The name of its registered agent at that address is Incorporating Services, Ltd.

ARTICLE III: PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law of the State of Delaware.

ARTICLE IV: AUTHORIZED SHARES

1. Authorization of Shares. This corporation is authorized to issue two (2) classes of shares, designated "Common Stock" and "Preferred Stock". The total number of shares of Common Stock authorized to be issued is 108,000,000 shares, $0.00001 par value per share. The total number of shares of Preferred Stock authorized to be issued is 65,175,647, $0.00001 par value per share, of which 8,126,812 shares are designated as Series A Preferred Stock, 10,101,010 shares are designated as Series B Preferred Stock, 5,885,963 shares are designated as Series C Preferred Stock, 1,265,257 shares are designated as Series X Preferred Stock, 5,579,099 shares are designated as Series D Preferred Stock, 7,672,632 shares are designated as Series E Preferred Stock, 8,624,024 shares are designated as Series F Preferred Stock and 17,920,850 shares are designated as Series G Preferred Stock.

ARTICLE V: TERMS OF CLASSES AND SERIES

The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock and the Common Stock are as follows:

1. Definitions. For purposes of this Article V, the following definitions apply:

1.1 "***Board***" shall mean the Board of Directors of the Corporation.

1.2 "***Corporation***" shall mean this corporation.

1.3 "***Common Stock***" shall mean the Common Stock, $0.00001 par value, of the Corporation.

1.4 "***Common Stock Dividend***" shall mean a stock dividend declared and paid on the Common Stock that is payable in shares of Common Stock.

1.5 "***Conversion Price***" shall mean, for: (a) each series of Junior Preferred Stock other than the Series E Preferred Stock, the Original Issue Price for such series of Junior Preferred Stock; (b) the Series E Preferred Stock, $7.42782; and (c) the Series G Preferred Stock, the lesser of: (i) the Series G Original Issue Price; and (ii) solely in the event of a Qualified IPO or Direct Listing, (A) the difference between one (1) minus the Series G Discount (as defined below) multiplied by (B) the per share price to the public of the Common Stock offered in a Qualified IPO or the per share Direct Listing Price of the Common Stock in the case of a Direct Listing (as applicable). The initial "***Series G Discount***" shall be 20%; provided, that the Series G Discount shall automatically increase by 2.5% on the one year anniversary of the Original Issue Date (such anniversary, the "***Initial Discount Adjustment Date***") and, increase by an additional 2.5% thereafter, at the end of each six-month period following the Initial Discount Adjustment Date (e.g., the Series G Discount shall be equal to 22.5% from the Initial Discount Adjustment Date until the end of the 18th month after the Original Issue Date, and thereafter equal to 25% until the end of the 24th month after the Original Issue Date); provided, further, that the Series G Discount, as adjusted, shall not exceed 30%. The Conversion Price of the Preferred Stock shall be subject to equitable adjustment from time to time as provided herein (including Section 5). Following each adjustment of the Conversion Price, such adjusted Conversion Price shall remain in effect until a further adjustment of such Conversion Price hereunder.

1.6 "***Direct Listing***" shall mean the Corporation's direct listing (not pursuant to an underwritten offering) of its capital stock on an on the New York Stock Exchange or the Nasdaq Stock Market's National Market.

1.7 "***Direct Listing Price***" shall mean the U.S. dollar volume-weighted average price of the Corporation's Common Stock during the seven business day period beginning at 9:30 a.m., New York City time (or such other time as the New York Stock Exchange or Nasdaq Stock Market publicly announces is the official open of trading) upon the first issuance day of a Direct Listing, and ending at 4:00 p.m., New York City time (or such other time as the New York Stock Exchange or Nasdaq Stock Market publicly announces is the official close of trading) on the seventh business day thereafter (the "***Pricing Period***"), as reported by Bloomberg Markets (or any successor thereto) ("***Bloomberg***") through its "Volume at Price" functions, or, if the foregoing does not apply, the U.S. dollar volume-weighted average price of the Common Stock in the over-the-counter market on the electronic bulletin board for such security during the Pricing Period, as reported by Bloomberg, or, if no U.S. dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group, Inc. (or any successor thereto). All such determinations shall be equitably adjusted for any stock splits, stock dividends, recapitalizations, combinations or the like during any period during which the Direct Listing Price is being determined. The Direct Listing Price will be determined without regard to after-hours trading or any other trading outside of the regular trading hours.

1.8 "***EBIT Requirement***" shall mean the requirement that the Corporation's EBIT for the applicable period is greater than zero.

(a) "***EBIT***" shall mean a non-GAAP financial measure representing GAAP earnings (loss) before Non-Operating Expenses and income tax provision (benefit).

(b) "***Non-Operating Expenses***" shall include interest income, interest expense, the change in the fair value of derivative instruments, amortization of debt issuance costs, gains and losses on early extinguishment of debt, and realized and unrealized foreign currency gains and losses.

1.9 "***Junior Preferred Dividend Rate***" shall mean $0.049712 per share per annum for the Series A Preferred Stock, $0.0792 per share per annum for the Series B Preferred Stock, $0.20132 per share per annum for the Series C Preferred Stock, $0.15597 per share per annum for the Series X Preferred Stock, $.35848 per share per annum for the Series D Preferred Stock, $0.6256 per share per annum for the Series E Preferred Stock, $0.37106 per share per annum for the Series F Preferred Stock (as equitably adjusted for any stock splits, stock dividends, recapitalizations, combinations or the like, with respect to each such series of Preferred Stock).

1.10 "***Junior Preferred Stock***" shall mean the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series X Preferred Stock.

1.11 "***Original Issue Date***" shall mean the date on which the first share of Series G Preferred Stock is issued.

1.12 "***Original Issue Price***" shall mean $0.6214 per share for the Series A Preferred Stock, $0.99 per share for the Series B Preferred Stock, $2.5165 per share for the Series C Preferred Stock, $1.9497 per share for the Series X Preferred Stock, $4.48101 for the Series D Preferred Stock, $7.82 per share for the Series E Preferred Stock, $4.6382 per share for the Series F Preferred Stock, and $5.8591 per share for the Series G Preferred Stock (the "***Series G Original Issue Price***"). The Original Issue Price shall be as equitably adjusted for any stock splits or combinations of such Preferred Stock, stock dividends on such Preferred Stock, recapitalizations of such Preferred Stock or the like with respect to such Preferred Stock and as otherwise expressly provided in Section 5.

1.13 "***Permitted Repurchases***" shall mean the repurchase by the Corporation of shares of Common Stock held by employees, officers, directors, consultants, independent contractors, advisors, or other persons performing services for the Corporation or a subsidiary that are subject to restricted stock purchase agreements or stock option exercise agreements under which the Corporation has the option to repurchase such shares: (i) at the lower of cost or fair market value, upon the occurrence of certain events, such as the termination of employment or services; or (ii) at any price pursuant to the Corporation's exercise of a right of first refusal to repurchase such shares.

1.14 "***Preferred Stock***" shall mean the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series X Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock.

1.15 "***Series G Dividend Rate***" shall mean a rate per annum equal to:

(a) For the period from the Original Issue Date up until the last day of the last fiscal quarter ending prior to the three (3) year anniversary of the Original Issue Date, 5.5%; and

(b) From and after the last day of the last fiscal quarter ending prior to the three (3) year anniversary of the Original Issue Date:

(i) for so long as the EBIT Requirement is met, as measured as of the last day of the last fiscal quarter ending prior to third anniversary of the Original Issue Date or each subsequent Measurement Date (as defined in Section 2.1(c)) thereafter, as applicable, and determined based on the 12 months-ended as of the applicable Measurement Date, 5.5% for the six months following such Measurement Date (the "***Following Period***"); or

(ii) for so long as the EBIT Requirement is not met, as measured as of the last day of the last fiscal quarter ending prior to the third anniversary of the Original Issue Date or each subsequent Measurement Date thereafter, as applicable, and determined based on the 12 months-ended as of the applicable Measurement Date, 7% for the Following Period; provided, however, that, if on such Measurement Date, the Board makes the Cash Dividend Payment Election (as defined in Section 2.1(c)), the Series G Dividend Rate for the Following Period shall be 5.5% (the "***Cash Rate***"); and provided, further, that, if at the expiration such Following Period, any or all of the Series G Accruing Dividends that accrued during such Following Period ("***Following Period Series G Dividends***") are not paid in cash in full at the Cash Rate, any such unpaid Following Period Series G Dividends shall be deemed to have accrued during such Following Period at a Series G Dividend Rate of 7%, and shall not be payable in cash following the expiration of such Following Period, except as set forth in Section 3.1 and Section 7.

1.16 "***Qualified IPO***" shall mean a firm commitment underwritten public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "***Securities Act***"), covering the offer and sale of Common Stock for the account of the Corporation, in which the gross proceeds (before deduction of underwriters' discounts and commissions) equals or exceeds $100,000,000, and in connection with such offering the Common Stock is listed for trading on the New York Stock Exchange or the Nasdaq Stock Market's National Market.

1.17 "***Series A Preferred Stock***" shall mean the Series A Preferred Stock, $0.00001 par value per share, of the Corporation.

1.18 "***Series B Preferred Stock***" shall mean the Series B Preferred Stock, $0.00001 par value per share, of the Corporation.

1.19 "***Series C Preferred Stock***" shall mean the Series C Preferred Stock, $0.00001 par value per share, of the Corporation.

1.20 "***Series D Preferred Stock***" shall mean the Series D Preferred Stock, $0.00001 par value per share, of the Corporation.

1.21 "***Series E Preferred Stock***" shall mean the Series E Preferred Stock, $0.00001 par value per share, of the Corporation.

1.22 "***Series F Preferred Stock***" shall mean the Series F Preferred Stock, $0.00001 par value per share, of the Corporation.

1.23 "***Series G Preferred Stock***" shall mean the Series G Preferred Stock, $0.00001 par value per share, of the Corporation.

1.24 "***Series X Preferred Stock***" shall mean the Series X Preferred Stock, $0.00001 par value per share, of the Corporation.

1.25 "***Subsidiary***" shall mean any corporation, limited liability company or other entity of which at least fifty percent (50%) of the outstanding voting securities is at the time owned directly or indirectly by the Corporation or by one or more of such subsidiary corporations.

2. Dividend Rights.

2.1 Series G Preferred Stock Dividend Preference.

(a) From and after the Original Issue Date, dividends at the applicable Series G Dividend Rate multiplied by the sum of (i) the Series G Original Issue Price *plus* (ii) the amount of previously accrued but unpaid dividends on such shares of Series G Preferred Stock shall accrue on such shares of Series G Preferred Stock (subject to appropriate equitable adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series G Preferred Stock, and as otherwise expressly set forth herein) (the "**Series G Accruing Dividends**"). Series G Accruing Dividends shall accrue from day to day, whether or not declared, shall be cumulative, and shall compound on a semi-annual basis from the issuance date of the applicable shares of Series G Preferred Stock;

(b) Notwithstanding the foregoing, except as set forth in Section 3.1 and Section 7, such Series G Accruing Dividends shall be payable only when, as, and if declared by the Board, and the Corporation shall be under no obligation to otherwise pay such Series G Accruing Dividends; provided, however, that, unless approved by the holders of a majority of the then outstanding shares of Series G Preferred Stock (the "**Series G Majority**"), Series G Accruing Dividends shall not be declared by the Board or otherwise paid by the Corporation (i) prior to the last day of the last fiscal quarter ending prior to the third anniversary of the Original Issue Date, in any event, or (ii) after the last day of the last fiscal quarter ending prior to the third anniversary of the Original Issue Date, if the EBIT Requirement is met, as measured on each applicable Measurement Date and determined based on the 12 months-ended as of such Measurement Date; provided, further, that, for the avoidance of doubt, in either case of the foregoing clause (i) or (ii), Series G Accruing Dividends shall accrue on the Series G Preferred Stock during such time.

(c) Beginning on the last day of the last fiscal quarter ending prior to the third anniversary of the Original Issue Date and at the end of each six-month period thereafter (such fiscal quarter end and the last day of each such six-month period, as applicable, the "**Measurement Date**"), if the EBIT Requirement is not met, as determined based on the 12 months-ended as of such Measurement Date, the Board shall elect whether or not to pay the

Following Period Series G Dividends that accrue during the Following Period in cash in full at the end of such Following Period (the election to do so, a "**Cash Dividend Payment Election**"); provided, however, that except (x) as approved by the Series G Majority or (y) as set forth in Section 3.1 and Section 7, in no event shall the Board declare or otherwise cause the Corporation to pay Series G Accruing Dividends, unless such payment is (i) of Following Period Series G Dividends, (ii) made at the end of the applicable Following Period and (iii) pursuant to a Cash Dividend Payment Election by the Board in accordance herewith on the prior applicable Measurement Date. For the avoidance of doubt, the Board's making of a Cash Dividend Payment Election and payment in cash of the applicable Following Period Series G Dividends at the end of such Following Period, shall determine the Series G Dividend Rate for such Series G Accruing Dividends subject to and in accordance with Section 1.15.

(d) Without limitation of the foregoing or Section 6.9, the Corporation shall not declare, pay or set aside any dividends (other than a Common Stock Dividend or Permitted Repurchases, subject to the proviso and limitation in Section 6.9(c)) on or with respect to shares of any other class or series of capital stock of the Corporation (including the Junior Preferred Stock and the Common Stock) during any six-month period unless the holders of the Series G Preferred Stock then outstanding shall have first been paid or received a dividend on each share of Series G Preferred Stock in an amount equal to the Series G Accruing Dividends that accrued during the six-month period as of immediately prior to the time of determination.

2.2 Junior Preferred Stock Dividend Preference. In each calendar year, the holders of the then outstanding Junior Preferred Stock shall be entitled to receive, when, as and if declared by the Board, out of any funds and assets of the Corporation legally available therefor, noncumulative dividends at the annual Junior Preferred Dividend Rate for each such series of Junior Preferred Stock, prior and in preference to the payment of any dividends on the Common Stock in such calendar year (other than a Common Stock Dividend). No dividends (other than a Common Stock Dividend) shall be paid, with respect to the Common Stock during any calendar year unless dividends in the total amount of the annual Junior Preferred Dividend Rate for each such series of Junior Preferred Stock shall have first been paid or declared and set apart for payment to the holders of each such series of Junior Preferred Stock, respectively, during that calendar year; provided, however, that this restriction shall not apply to Permitted Repurchases. Payments of any dividends to the holders of each such series of Junior Preferred Stock shall be paid pro rata, on an equal priority, *pari passu* basis according to their respective dividend preferences as set forth herein. Dividends on the Junior Preferred Stock shall not be mandatory or cumulative, and no rights or interest shall accrue to the holders of the Junior Preferred Stock by reason of the fact that the Corporation shall fail to declare or pay dividends on the Junior Preferred Stock in the amount of the respective annual Junior Preferred Dividend Rate for each such series or in any other amount in any calendar year or any fiscal year of the Corporation, whether or not the earnings of the Corporation in any calendar year or fiscal year were sufficient to pay such dividends in whole or in part.

2.3 Participation Rights. If, after dividends in the full preferential amounts specified in this Section 2 for the Preferred Stock have been paid or declared and set apart in any calendar year of the Corporation, the Board shall declare additional dividends out of funds legally available therefor in that calendar year, then such additional dividends shall be declared pro rata on the Common Stock and the Preferred Stock on a *pari passu* basis according to the number of shares of Common Stock held by such holders, where each holder of shares of Preferred Stock is to be treated for this purpose as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Preferred Stock held by such holder pursuant to Section 5.

2.4 Non-Cash Dividends. Whenever a dividend provided for in this Section 2. shall be payable in property other than cash, the value of such dividend shall be deemed to be the fair market value of such property as determined in good faith by the Board.

3. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "***Liquidation Event***"), the funds and assets that may be legally distributed to the Corporation's stockholders (the "***Available Funds and Assets***") shall be distributed to the Corporation's stockholders in the following manner.

3.1 Series G Preferred Stock Liquidation Preferences. Subject to Section 3.4, the holders of each share of Series G Preferred Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or distribution (or any setting apart of any payment or distribution) of any Available Funds and Assets on any shares of Junior Preferred Stock or Common Stock, an amount per share (subject to equitable adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series G Preferred Stock) equal to (a) one and a half times (1.5x) the Series G Original Issue Price, *plus* (b) all accrued but unpaid dividends per such share (including the Series G Accruing Dividends), whether or not declared (the "***Series G Liquidation Preference***"). If upon any Liquidation Event or Deemed Liquidation Event, the Available Funds and Assets shall be insufficient to permit the payment to holders of the Series G Preferred Stock of their full preferential amounts described in this Section 3.1, then all the remaining Available Funds and Assets shall be distributed ratably among the holders of the then outstanding Series G Preferred Stock in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

3.2 Junior Preferred Stock Liquidation Preferences. If there are any Available Funds and Assets remaining after the payment or distribution (or the setting aside for payment or distribution) to the holders of the Series G Preferred Stock of their full preferential amounts described above in Section 3.1 the holders of each share of Junior Preferred Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or distribution (or any setting apart of any payment or distribution) of any Available Funds and Assets on any shares of Common Stock, an amount per share equal to the Original Issue Price for each such series of Junior Preferred Stock, respectively, plus all declared but unpaid dividends thereon. If upon any Liquidation Event or Deemed Liquidation Event, the Available Funds and Assets shall be insufficient to permit the payment to holders of the Junior Preferred Stock of their full preferential amounts described in this Section 3.2, then all the remaining Available Funds and Assets shall be distributed among the holders of the then outstanding Junior Preferred Stock, on an equal priority, *pari passu* basis, according to their respective liquidation preferences as set forth herein.

3.3 Remaining Assets. If there are any Available Funds and Assets remaining after the payment or distribution (or the setting aside for payment or distribution) to the holders of the Preferred Stock of their full preferential amounts described above in this Section 3, then all such remaining Available Funds and Assets shall be distributed among the holders of the then outstanding Common Stock pro rata according to the number of shares of Common Stock held by each holder thereof.

3.4 Notwithstanding the above, for purposes of determining the amount each holder of shares of Preferred Stock is entitled to receive with respect to a Liquidation Event or Deemed Liquidation Event (as defined below), each such holder of shares of a series of Preferred Stock shall be deemed to have converted (regardless of whether such holder actually converted) such holder's shares of such series into shares of Common Stock immediately prior to the Liquidation Event or Deemed Liquidation Event if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such series of Preferred Stock into shares of Common Stock. If any such holder shall be deemed to have converted shares of Preferred Stock into Common Stock pursuant to this Section 3.4, then such holder shall not be entitled to receive any distribution that would otherwise be made to holders of Preferred Stock that have not converted (or have not been deemed to have converted) into shares of Common Stock.

3.5 Deemed Liquidation Events. Unless otherwise approved by vote of the holders of a majority of the shares of the Preferred Stock, but subject to the penultimate sentence of this Section 3.5 and the proviso thereto, each of the following, whether in a single or series of transactions (each a "***Deemed Liquidation Event'***) shall be deemed to be a Liquidation Event: (a) any reorganization by way of share exchange, consolidation, merger or other transaction, in one transaction or series of related transactions (each, a "***combination transaction***"), in which the Corporation is a constituent corporation or is a party with another entity if, as a result of such combination transaction, the voting securities of the Corporation that are outstanding immediately prior to the consummation of such combination transaction (other than any such securities that are held by an "Acquiring Stockholder," as defined below) do not represent, or are not converted into, securities of the surviving entity of such combination transaction (or such surviving entity's parent entity if the surviving entity is owned by the parent entity) that, immediately after the consummation of such combination transaction, together possess a majority of the total voting power of all securities of such surviving entity (or its parent entity, if applicable) that are outstanding immediately after the consummation of such combination transaction, including securities of such surviving entity (or its parent entity, if applicable) that are held by the Acquiring Stockholder; (b) a sale, lease, transfer or exclusive license or other disposition of all, substantially all or a majority of the intellectual property or assets of the Corporation; (c) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of this corporation's securities), of the Corporation's outstanding securities if, after such closing, the shares acquired by such person or group of affiliated persons would represent a majority of the outstanding voting stock of the Corporation (or the surviving or acquiring entity), in each case in one transaction or a series of related transactions; or (d) any transaction or series of transactions designed to have the same effect as any of the foregoing. The treatment of any particular transaction or series of related transactions as a Deemed Liquidation Event may be waived by the vote or written consent of the holders of a majority of the then outstanding shares of Preferred

Stock, voting together as a single class and not as separate series, and on an as-converted basis; provided, however, that if the proceeds to be received in any such transaction or series of related transactions by any holder of any series of Preferred Stock would be less if the treatment of such transaction or series of related transactions as a Deemed Liquidation Event were so waived than if not so waived, then the waiver by vote or written consent of the holders of a majority of such series of Preferred Stock, voting together as a separate series, shall also be required. For purposes of this Section 3.5, an "***Acquiring Stockholder***" means a stockholder or stockholders of the Corporation that (i) merges or combines with the Corporation in such combination transaction or (ii) owns or controls a majority of another entity that merges or combines with the Corporation in such combination transaction.

3.6 Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any Liquidation Event are other than cash, then the value of such assets shall be their fair market value as determined by the Board in good faith, except that any securities to be distributed to stockholders in a Liquidation Event shall be valued as follows:

(a) The method of valuation of securities not subject to investment letter or other similar restrictions on free marketability shall be as follows:

(i) unless otherwise specified in a definitive agreement for the acquisition of the Corporation, if the securities are then traded on a national securities exchange, then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period ending three (3) days prior to the distribution;

(ii) if (i) above does not apply but the securities are actively traded over-the-counter, then, unless otherwise specified in a definitive agreement for the acquisition of the Corporation, the value shall be deemed to be the average of the closing bid prices over the thirty (30) calendar day period ending three (3) trading days prior to the distribution;

(iii) if there is no active public market as described in clauses (i) or (ii) above, then the value shall be the fair market value thereof, as determined in good faith by the Board; and

(iv) if a valuation of such securities is set forth in the merger agreement, asset purchase agreement, plan of reorganization or other agreement approved by the Board and stockholders in connection with a Deemed Liquidation Event, then notwithstanding the foregoing, the valuation set forth in such agreement shall be the value of such securities for purposes of this Section 3.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in subsections (a)(i), (ii) or (iii) of this Section 3.6 to reflect the approximate fair market value thereof, as determined in good faith by the Board.

3.7 Allocation of Escrow and Contingent Consideration. Notwithstanding anything to the contrary in this Section 3, in the event of a Deemed Liquidation Event, if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies or otherwise on a date that is after the date of the consummation of such Deemed Liquidation Event (the "***Additional Consideration***"), the agreement or plan of merger or consolidation for such transaction shall provide that: (a) *first*, the portion of consideration that is not Additional Consideration (such portion, the "***Initial Consideration***") shall be allocated among and paid to the holders of capital stock of the Corporation in accordance with Sections 3.1, 3.2 and 3.3 and the priority of payments set forth therein, as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) *second*, any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies or the passage of time shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 3.1, 3.2, and 3.3 and the priority of payments set forth therein, after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Section 3.7, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

4. Voting Rights.

4.1 Common Stock. Each holder of shares of Common Stock shall be entitled to one (1) vote for each share thereof held. Subject to Section 6.1 the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of this corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law.

4.2 Preferred Stock. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which such shares of Preferred Stock could be converted pursuant to the provisions of Section 5 below at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, the date such vote is taken or any written consent of stockholders is solicited.

4.3 General. Subject to the other provisions of this Restated Certificate, each holder of Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation (as in effect at the time in question, the "***Bylaws***") and applicable law, and shall be entitled to vote, together with the holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, except as may be otherwise provided by applicable law. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together as a single class on an as-converted basis.

4.4 Vote by Ballot. Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

4.5 Board Size. The authorized number of directors of the Corporation's Board shall be eight (8). The Corporation shall not alter the authorized number of directors in its Certificate of Incorporation, Bylaws or otherwise, without first obtaining the written consent, or affirmative vote at a meeting, of the holders of a majority of the then outstanding shares of the Preferred Stock, consenting or voting (as the case may be) separately as a class.

4.6 Board of Directors Election and Removal.

(a) Election of Directors. The Board shall be elected as follows:

(i) so long as at least 1,000,000 shares of Series A Preferred Stock are outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), the holders of the Series A Preferred Stock, voting as a separate series, shall be entitled to elect two (2) directors of the Corporation;

(ii) so long as at least 1,000,000 shares of Series F Preferred Stock are outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), the holders of the Series F Preferred Stock, voting as a separate series, shall be entitled to elect one (1) director of the Corporation (the "***Series F Director***");

(iii) so long as at least 1,000,000 shares of Series G Preferred Stock are outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), the holders of the Series G Preferred Stock, voting as a separate series, shall be entitled to elect two (2) directors of the Corporation (the "***Series G Directors***");

(iv) the holders of the Common Stock, voting as a separate class, shall be entitled to elect one (1) director of the Corporation; and

(v) the holders of the Preferred Stock and the Common Stock, voting together as a single class (on an as-converted basis), shall be entitled to elect two (2) directors of the Corporation (any director to be elected by the holders of the Preferred Stock and the Common Stock, an "***Independent Director***").

Notwithstanding the foregoing, effective upon the resignation of the Series F Director which shall occur following the nomination by the Board of a third Independent Director, the right of the holders of the Series F Preferred Stock to elect a director pursuant to subsection 4.6(a)(iii) shall automatically terminate and the holders of the Preferred Stock and the Common Stock, voting together as a single class (on an as-converted basis), shall be entitled to elect three (3) directors of the Corporation.

(b) Required Vote. With respect to the election of any director or directors by the holders of the outstanding shares of a specified series or class of stock given the right to elect such director or directors pursuant to Section 4.6(a) above (the "***Specified Stock***"), that candidate or those candidates (as applicable) shall be elected who either: (i) in the case of any such vote conducted at a meeting of the holders of such Specified Stock, receive the highest number of affirmative votes (on an as-converted basis) of the outstanding shares of such Specified Stock, up to the number of directors to be elected by such Specified Stock; or (ii) in the case of any such vote taken by written consent without a meeting, are elected by the written consent of the holders of a majority of outstanding shares of such Specified Stock (on an as-converted basis).

(c) Vacancy. If there shall be any vacancy in the office of a director elected or to be elected by the holders of any Specified Stock, then a director to hold office for the unexpired term of such directorship may be elected by either: (i) a majority of the remaining director or directors (if any) in office that were so elected by the holders of such Specified Stock, by the affirmative vote of a majority of such directors (or by the sole remaining director elected by the holders of such Specified Stock if there be but one), or (ii) the required vote of holders of the shares of such Specified Stock specified in Section 4.6(b) above that are entitled to elect such director. In the event of a vacancy in the office of any director elected by holders of Preferred Stock, in no event shall the holders of the Common Stock be entitled to fill the vacancy.

(d) Removal. Subject to Section 141(k) of the Delaware General Corporation Law, any director who shall have been elected to the Board by the holders of any Specified Stock, or by any director or directors elected by holders of any Specified Stock as provided in Section 4.6(c), may be removed during his or her term of office, with or without cause, by, and only by, the affirmative vote of shares representing a majority of the voting power, on an as-converted basis, of all the outstanding shares of such Specified Stock entitled to vote, given either at a meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders without a meeting, and any vacancy created by such removal may be filled only in the manner provided in Section 4.6(c).

(e) Procedures. Any meeting of the holders of any Specified Stock, and any action taken by the holders of any Specified Stock by written consent without a meeting, in order to elect or remove a director under this Section 4.6, shall be held in accordance with the procedures and provisions of the Corporation's Bylaws, the Delaware General Corporation Law and applicable law regarding stockholder meetings and stockholder actions by written consent, as such are then in effect (including but not limited to procedures and provisions for determining the record date for shares entitled to vote).

(f) Termination. Notwithstanding anything in this Section 4.6 to the contrary, the provisions of this Section 4.6 shall cease to be of any further force or effect upon the earliest to occur of: (i) the first date on which the total number of outstanding shares of Preferred Stock is less than two million (2,000,000) shares (such number of shares being subject to proportional adjustment to reflect combination or subdivisions of such Preferred Stock or dividends declared in shares of such stock); (ii) the closing of a Deemed Liquidation Event; or (iii) upon the election of the Corporation to windup its affairs and dissolve.

5. Conversion Rights. The outstanding shares of Preferred Stock shall be convertible into Common Stock as follows:

5.1 Optional Conversion.

(a) At the option of the holder thereof, each share of Preferred Stock shall be convertible, at any time or from time to time prior to the close of business on the business day before any date fixed for redemption of such share, into fully paid and non-assessable shares of Common Stock as provided herein.

(b) Each holder of Preferred Stock who elects to convert the same into shares of Common Stock shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Preferred Stock or Common Stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the number of shares of Preferred Stock being converted. Thereupon the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled upon such conversion. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the shares of Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date. If a conversion election under this Section 5.1 is made in connection with an underwritten offering of the Corporation's securities pursuant to the Securities Act (which underwritten offering does not cause an automatic conversion pursuant to Section 5.2 to take place) or a Deemed Liquidation Event, the conversion may, at the option of the holder tendering shares of Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of the Corporation's securities pursuant to such offering or the closing of the Deemed Liquidation Event, in which event the holders making such elections who are entitled to receive Common Stock upon conversion of their Preferred Stock shall not be deemed to have converted such shares of Preferred Stock until immediately prior to the closing of such sale of the Corporation's securities in the offering or the closing of the Deemed Liquidation Event.

(c) In the event of a Notice of Redemption of any shares of Series G Preferred Stock pursuant to Section 7, the conversion rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the Redemption Price is not fully paid on the Redemption Date, in which case the conversion rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, other than in the case where shares of Preferred Stock are being converted in connection with the foregoing, the conversion rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

5.2 Automatic Conversion.

(a) Each share of Preferred Stock shall automatically be converted into fully paid and non-assessable shares of Common Stock, as provided herein (i) immediately prior to the closing of a Qualified IPO or (ii) at the date and time indicated by the affirmative vote or written consent (received by the Corporation) of the holders of a majority of the then outstanding shares of Preferred Stock to the conversion of all then outstanding Preferred Stock under this Section 5; provided, however, that the conversion of any shares of Series G Preferred Stock into shares of Common Stock pursuant to this Section 5.2(a)(ii) shall require the affirmative vote or written consent (received by the Corporation) of the Series G Majority; provided, further, that (A) if such automatic conversion is in connection with a Deemed Liquidation Event in which the

proceeds to which the holders of Series A Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series A Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series A Preferred Stock if all such shares of Series A Preferred Stock were converted to Common Stock, the Series A Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series A Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series A Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted, (B) if such automatic conversion is in connection with a Deemed Liquidation Event in which the proceeds to which the holders of Series B Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series B Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series B Preferred Stock if all such shares of Series B Preferred Stock were converted to Common Stock, the Series B Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series B Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series B Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted, (C) if such automatic conversion is in connection with a Deemed Liquidation Event in which the proceeds to which the holders of Series C Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series C Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series C Preferred Stock if all such shares of Series C Preferred Stock were converted to Common Stock, the Series C Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series C Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series C Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted, (D) if such automatic conversion is in connection with a Deemed Liquidation Event in which the proceeds to which the holders of Series X Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series X Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series X Preferred Stock if all such shares of Series X Preferred Stock were converted to Common Stock, the Series X Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series X Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series X Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted, (E) if such automatic conversion is in connection with a Deemed Liquidation Event in which the proceeds to which the holders of Series D Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series D Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series D Preferred Stock if all such shares of Series D Preferred Stock were converted to Common Stock, the Series D Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series D Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series D Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted, (F) if such automatic conversion is in connection with a Deemed Liquidation Event in which the proceeds to which the holders of Series E Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series E Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series E Preferred Stock if all such shares of Series

E Preferred Stock were converted to Common Stock, the Series E Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series E Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series E Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted, (G) if such automatic conversion is in connection with a Deemed Liquidation Event in which the proceeds to which the holders of Series F Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series F Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series F Preferred Stock if all such shares of Series F Preferred Stock were converted to Common Stock, the Series F Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series F Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series F Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted and (H) if such automatic conversion is in connection with a Deemed Liquidation Event in which the proceeds to which the holders of Series G Preferred Stock would be entitled pursuant to Section 3.1 hereof in respect of their shares of Series G Preferred Stock would be greater than the proceeds such holders would receive in exchange for their shares of Series G Preferred Stock if all such shares of Series G Preferred Stock were converted to Common Stock, the Series G Preferred Stock shall not be so converted unless the Conversion Price is adjusted to provide that the holders of Series G Preferred Stock would receive the same amount of proceeds such holders would otherwise be entitled to receive in exchange for their shares of Series G Preferred Stock pursuant to Section 3.1 hereof if such shares were not converted.

(b) Upon the occurrence of any event specified in Section 5.2(a)(i) or (ii) above, subject (x) to any applicable proviso therein and (y) the prior or concurrent receipt of any applicable consent required by Section 6.9 hereof, the outstanding shares of Preferred Stock shall be converted into Common Stock automatically without the need for any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Preferred Stock, the holders of Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Preferred Stock or Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred.

5.3 Conversion Price. Each share of Preferred Stock shall be convertible in accordance with Section 5.1 or Section 5.2 above into the number of shares of Common Stock which results from:

(a) in the case of Junior Preferred Stock, *dividing* (i) the Original Issue Price for such series of Junior Preferred Stock *by* (ii) the Conversion Price for such series of Junior Preferred Stock that is in effect at the time of conversion; and

(b) in the case of the Series G Preferred Stock, *dividing* (i) the Series G Original Issue Price plus all accrued but unpaid dividends per such share (including the Series G Accruing Dividends), whether or not declared, *by* (ii) the Conversion Price for such Series G Preferred Stock that is in effect at the time of conversion.

5.4 Adjustment Upon Common Stock Event. Upon the happening of a Common Stock Event (as hereinafter defined), the Conversion Price of each such series of Preferred Stock shall, automatically and simultaneously with the happening of such Common Stock Event, be adjusted by multiplying the Conversion Price of such series of Preferred Stock in effect immediately prior to such Common Stock Event by a fraction, (i) the numerator of which shall be the number of shares of Common Stock issued and outstanding immediately prior to such Common Stock Event, and (ii) the denominator of which shall be the number of shares of Common Stock issued and outstanding immediately after such Common Stock Event, and the product so obtained shall thereafter be the Conversion Price for such series of Preferred Stock. The Conversion Price for a series of Preferred Stock shall be readjusted in the same manner upon the happening of each subsequent Common Stock Event. As used herein, the term the "***Common Stock Event***" shall mean at any time or from time to time after the Original Issue Date, (i) the issue by the Corporation of additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination of the outstanding shares of Common Stock into a smaller number of shares of Common Stock.

5.5 Adjustments for Other Dividends and Distributions. If at any time or from time to time after the Original Issue Date the Corporation pays a dividend or makes another distribution to the holders of the Common Stock payable in indebtedness or in securities of the Corporation, other than an event constituting a Common Stock Event, then in each such event provision shall be made so that the holders of the Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conversion thereof, the amount of indebtedness or securities of the Corporation which they would have received had their Preferred Stock been converted into Common Stock on the date of such event (or such record date, as applicable) and had they thereafter, during the period from the date of such event (or such record date, as applicable) to and including the conversion date, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 5 with respect to the rights of the holders of the Preferred Stock or with respect to such other securities by their terms.

5.6 Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date the Common Stock issuable upon the conversion of the Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than by a Common Stock Event or a stock dividend, reorganization, merger, or consolidation provided for elsewhere in this Section 5), then in any such event each holder of Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and

property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

5.7 Reorganizations, Mergers and Consolidations. If at any time or from time to time after the Original Issue Date there is a reorganization of the Corporation (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 5) or a merger or consolidation of the Corporation with or into another corporation (except an event which is governed under Section 3.4), then, as a part of such reorganization, merger or consolidation, provision shall be made so that the holders of the Preferred Stock thereafter shall be entitled to receive, upon conversion of the Preferred Stock, the number of shares of stock or other securities or property of the Corporation, or of such successor corporation resulting from such reorganization, merger or consolidation, to which a holder of Common Stock deliverable upon conversion would have been entitled on such reorganization, merger or consolidation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of the Preferred Stock after the reorganization, merger or consolidation to the end that the provisions of this Section 5 (including adjustment of the Conversion Price then in effect and number of shares issuable upon conversion of the Preferred Stock) shall be applicable after that event and be as nearly equivalent to the provisions hereof as may be practicable. This Section 5.7 shall similarly apply to successive reorganizations, mergers and consolidations. Notwithstanding anything to the contrary contained in this Section 5, if any reorganization, merger or consolidation is approved by the vote of stockholders required by Section 6 hereof, then such transaction and the rights of the holders of Preferred Stock and Common Stock pursuant to such reorganization, merger or consolidation will be governed by the documents entered into in connection with such transaction and not by the provisions of this Section 5.7.

5.8 Sale of Shares Below Conversion Price.

(a) Adjustment Formula. If at any time or from time to time after the filing of this Certificate of Incorporation the Corporation issues or sells, or is deemed by the provisions of this Section 5.8 to have issued or sold, Additional Shares of Common Stock (as hereinafter defined), otherwise than in connection with a Common Stock Event as provided in Section 5.4, a dividend or distribution as provided in Section 5.5 or a recapitalization, reclassification or other change as provided in Section 5.6, or a bona tide reorganization, merger or consolidation as provided in Section 5.7 entered into other than for equity financing purposes, for an Effective Price (as hereinafter defined) that is less than the Conversion Price for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock in effect immediately prior to such issue or sale (or deemed issue or sale) or $1.10 (as equitably adjusted for any stock split, dividend, combination or other recapitalization) with respect to the Series X Preferred Stock only, then, and in each such case, the Conversion Price for such series of Preferred Stock shall be automatically reduced, as of the close of business on the date of such issue or sale, to the price obtained by multiplying such Conversion Price by a fraction:

(i) The numerator of which shall be the sum of (A) the number of Common Stock Equivalents Outstanding (as hereinafter defined) immediately prior to such issue or sale of Additional Shares of Common Stock plus (B) the quotient obtained by dividing the Aggregate Consideration Received (as hereinafter defined) by the Corporation for the total number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold) by the Conversion Price for such series of Preferred Stock in effect immediately prior to such issue or sale; and

(ii) The denominator of which shall be the sum of (A) the number of Common Stock Equivalents Outstanding immediately prior to such issue or sale plus (B) the number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold).

(b) Certain Definitions. For the purpose of making any adjustment required under this Section 5.8:

(i) The "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued by the Corporation, or deemed issued as provided in Section 5.8(c) below, whether or not subsequently reacquired or retired by the Corporation, other than the following (collectively, the "***Exempted Securities***"):

(A) shares of Common Stock issued or issuable upon conversion of the outstanding shares of the Preferred Stock;

(B) shares of Common Stock or Preferred Stock (and Rights or Options therefor) granted or issued hereafter to employees, officers, directors, contractors, consultants or advisers to, the Corporation or any Subsidiary pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other similar arrangements that are approved by the Board;

(C) shares of Common Stock or Preferred Stock (and Rights or Options therefore) issued to parties that are (i) strategic partners investing in connection with a commercial relationship with the Corporation or (ii) providing the Corporation with equipment leases, real property leases, loans, credit lines, guaranties of indebtedness, cash price reductions or similar transactions, under arrangements, in each case, approved by the Board (including a majority of directors elected by the holders of Preferred Stock);

(D) shares of Common Stock or Preferred Stock issued pursuant to the bona fide acquisition of another corporation or entity by the Corporation by consolidation, merger, purchase of all or substantially all of the assets, or other reorganization in which the Corporation acquires, in a single transaction or series of related transactions, all or substantially all of the assets of such other corporation or entity or fifty percent (50%) or more of the voting power of such other corporation or entity or fifty percent (50%) or more of the equity ownership of such other entity or pursuant to the purchase of less than a fifty percent (50%) equity ownership in connection with a joint venture or other strategic arrangement or other commercial relationship, provided in each case that such transaction or series of transactions is approved by the Board (including a majority of directors elected by the holders of Preferred Stock);

(E) shares of Common Stock or Preferred Stock issuable upon exercise of any Rights or Options outstanding as of the date of this Restated Certificate of Incorporation and any securities issuable upon the conversion thereof;

(F) shares of Common Stock issued or issuable in a public offering prior to or in connection with which all outstanding shares of Preferred Stock will be converted to Common Stock;

(G) shares of Common Stock, Rights or Options or Convertible Securities issued as a result of a decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of this Section 5.8 or Section 5.3(b);

(H) shares of the Corporation's Common Stock or Preferred Stock issued in connection with any stock split or stock dividend or recapitalization;

(I) any shares of Common Stock or Preferred Stock (or Rights or Options to acquire same), issued or issuable hereafter that are (i) approved by the Board, and (ii) approved by the vote or written consent of each of the following: the holders of a majority of the then outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis; solely with respect to the shares of Series B Preferred Stock, the holders of at least sixty percent (60%) of the then outstanding shares of Series B Preferred Stock, voting as a separate class; solely with respect to the shares of Series C Preferred Stock, the holders of at least seventy-five percent (75%) of the then outstanding shares of Series C Preferred Stock, voting as a separate class; solely with respect to the shares of Series D Preferred Stock, the holders of at least sixty-five percent (65%) of the then outstanding shares of Series D Preferred Stock, voting as a separate class; solely with respect to the shares of Series E Preferred Stock, the holders of a majority of the then outstanding shares of Series E Preferred Stock; solely with respect to the shares of Series F Preferred Stock, voting as a separate class, the holders of a majority of the then outstanding shares of Series F Preferred Stock, voting as a separate class; and solely with respect to the shares of Series G Preferred Stock, the Series G Majority, voting as a separate class, as being excluded from the definition of "Additional Shares of Common Stock" under this Section 5.8(b).

(ii) The "***Aggregate Consideration Received***" by the Corporation for any issue or sale (or deemed issue or sale) of securities shall (A) to the extent it consists of cash, be computed at the gross amount of cash received by the Corporation before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Corporation in connection with such issue or sale and without deduction of any expenses payable by the Corporation; (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board; and (C) if Additional Shares of Common Stock, Convertible Securities or Rights or Options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or Rights or Options.

(iii) The "***Common Stock Equivalents Outstanding***" shall mean the number of shares of Common Stock that is equal to the sum of (A) all shares of Common Stock of the Corporation that are outstanding at the time in question, plus (B) all shares of Common Stock of the Corporation issuable upon conversion of all shares of Preferred Stock or other Convertible Securities that are outstanding at the time in question, plus (C) all shares of Common Stock of the Corporation that are issuable upon the exercise of Rights or Options that are outstanding at the time in question assuming the full conversion or exchange into Common Stock of all such Rights or Options that are Rights or Options to purchase or acquire Convertible Securities into or for Common Stock.

(iv) The "***Convertible Securities***" shall mean stock or other securities convertible into or exchangeable for shares of Common Stock.

(v) The "***Effective Price***" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold, by the Corporation under this Section 5.8, into the Aggregate Consideration Received, or deemed to have been received, by the Corporation under this Section 5.8, for the issue of such Additional Shares of Common Stock; and

(vi) The "***Rights or Options***" shall mean warrants, options or other rights to purchase or acquire shares of Common Stock or Convertible Securities.

(c) Deemed Issuances. For the purpose of making any adjustment to the Conversion Price of any series of Preferred Stock required under this Section 5.8, if the Corporation issues or sells any Rights or Options or Convertible Securities and if the Effective Price of the shares of Common Stock issuable upon exercise of such Rights or Options and/or the conversion or exchange of Convertible Securities (computed without reference to any additional or similar protective or anti-dilution clauses) is less than the Conversion Price then in effect for a series of Preferred Stock, then the Corporation shall be deemed to have issued (each a "***Deemed Issuance***"), at the time of the issuance of such Rights or Options or Convertible Securities, that number of Additional Shares of Common Stock that is equal to the maximum number of shares of Common Stock issuable upon exercise or conversion of such Rights or Options or Convertible Securities upon their issuance and to have received, as the Aggregate Consideration Received for the issuance of such shares, an amount equal to the total amount of the consideration, if any, received by the Corporation for the issuance of such Rights or Options or Convertible Securities, plus, in the case of such Rights or Options, the minimum amounts of consideration, if any, payable to the Corporation upon the exercise in full of such Rights or Options, plus, in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion or exchange thereof; provided that:

(i) if the minimum amounts of such consideration cannot be ascertained in such Deemed Issuance, but are a function of anti-dilution or similar protective clauses, then the Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses;

(ii) if the minimum amount of consideration payable to the Corporation upon the exercise of Rights or Options or the conversion or exchange of Convertible Securities is reduced over time or upon the occurrence or non-occurrence of specified events other than by reason of anti-dilution or similar protective adjustments, then the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; and

(iii) if the minimum amount of consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of Convertible Securities is subsequently increased, then the Effective Price shall again be recalculated using the increased minimum amount of consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of such Convertible Securities.

No further adjustment of the Conversion Price, adjusted upon the issuance of such Rights or Options or Convertible Securities, shall be made as a result of the actual issuance of shares of Common Stock on the exercise of any such Rights or Options or the conversion or exchange of any such Convertible Securities. If any such Rights or Options or the conversion rights represented by any such Convertible Securities shall expire without having been fully exercised, then the Conversion Price as equitably adjusted upon the issuance of such Rights or Options or Convertible Securities shall be readjusted to the Conversion Price which would have been in effect had an adjustment been made on the basis that the only shares of Common Stock so issued were the shares of Common Stock, if any, that were actually issued or sold on the exercise of such Rights or Options or rights of conversion or exchange of such Convertible Securities, and such shares of Common Stock, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise, plus the consideration, if any, actually received by the Corporation for the granting of all such Rights or Options, whether or not exercised, plus the consideration received for issuing or selling all such Convertible Securities actually converted or exchanged, plus the consideration, if any, actually received by the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion or exchange of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Preferred Stock.

5.9 Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price for a series of Preferred Stock, the Corporation, at its expense, shall cause its Chief Financial Officer to compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall deliver such certificate, to each registered holder of the Preferred Stock at the holder’s address or email address as shown in the Corporation’s books.

5.10 Fractional Shares. No fractional shares of Common Stock shall be issued upon any conversion of Preferred Stock, In lieu of any fractional share to which the holder would otherwise be entitled, the Corporation shall pay the holder cash equal to the product of such fraction multiplied by the Common Stock’s fair market value as determined in good faith by the Board as of the date of conversion.

5.11 Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5.12 Notices. Any notice required by the provisions of these Certificate of Incorporation to be given to the holders of shares of the Preferred Stock shall be deemed given upon the earlier of actual receipt or deposit in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, or delivery by a recognized express courier, fees prepaid, addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

6. Restrictions and limitations.

6.1 Class Protective Provisions. Until the closing of a Qualified IPO, so long as at least three million (3,000,000) shares of Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such Preferred Stock or dividends declared in shares of such stock), the Corporation shall not (by merger, reclassification or otherwise), without the approval, by vote or written consent, of the holders of a majority of the Preferred Stock then outstanding, voting as a single class on an as-converted to Common Stock basis:

(a) alter or change the rights, preferences, privileges or restrictions of the Preferred Stock so as to adversely affect such Preferred Stock by amending its Certificate of Incorporation or Bylaws;

(b) reclassify any outstanding shares of capital stock of the Corporation into shares having rights, preferences or privileges senior to or on a parity with the Preferred Stock;

(c) authorize any capital stock having rights or preferences senior to or being on a parity with the Preferred Stock;

(d) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Common Stock, Preferred Stock or any series thereof;

(e) effect a Deemed Liquidation Event or liquidate or dissolve;

(f) in each case, other than (x) dividends payable solely in shares of its own Common Stock, (y) redemptions of or dividends or distributions on the Series G Preferred Stock as expressly provided herein (including Section 7), and (z) Permitted Repurchases, declare or pay any dividends, or declare or make any other distribution, purchase, redemption or acquisition, directly or indirectly, on account of any shares of Preferred Stock or Common Stock now or hereafter outstanding;

(g) increase or decrease the authorized number of members of its Board;

(h) permit any subsidiary of the Corporation to issue any equity securities other than to the Corporation or a wholly-owned subsidiary of the Corporation; or

(i) amend or waive any provision of the Corporation's Certificate of Incorporation or Bylaws.

6.2 Series A Protective Provisions. Until the closing of a Qualified IPO, so long as at least two million (2,000,000) shares of Series A Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), any amendment of this Restated Certificate that would (a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series A Preferred Stock; (b) alter, waive or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely but shall not so affect the entire class of Preferred Stock; provided, however, that with respect to any alteration, waiver or change of the powers, preferences or special rights of the Series A Preferred Stock in connection with a Deemed Liquidation Event, the holders of Series A Preferred Stock shall be entitled to the greater of (X) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series A Preferred Stock absent any such alteration, waiver or change and (Y) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series A Preferred Stock giving effect to any such alteration, waiver or change; or (c) amend any portion of Section 5.2(a)(A) or Section 3.5, shall require the written consent or affirmative vote of the holders of at least sixty percent (60%) of the Series A Preferred Stock (calculated on an as converted to Common Stock basis) voting as a single class.

6.3 Series B Protective Provisions. Until the closing of a Qualified IPO, so long as at least two million (2,000,000) shares of Series B Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), any amendment of this Restated Certificate that would (a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series B Preferred Stock; (b) alter, waive or change the powers, preferences or special rights of the Series B Preferred Stock so as to affect them adversely but shall not so affect the entire class of Preferred Stock; provided, however, that with respect to any alteration, waiver or change of the powers, preferences or special rights of the Series B Preferred Stock in connection with a Deemed Liquidation Event, the holders of Series B Preferred Stock shall be entitled to the greater of (X) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series B Preferred Stock absent any such alteration, waiver or change and (Y) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series B Preferred Stock giving effect to any such alteration, waiver or change; or (c) amend any portion of Section 5.2(a)(B) or Section 3.5, shall require the written consent or affirmative vote of the holders of at least sixty percent (60%) of the Series B Preferred Stock (calculated on an as converted to Common Stock basis) voting as a single class.

6.4 Series C Protective Provisions. Until the closing of a Qualified 1130, so long as at least one million two hundred thousand (1,200,000) shares of Series C Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), any amendment of this Restated Certificate that would (a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series C Preferred Stock; (b) alter, waive or change the powers, preferences or special rights of the Series C Preferred Stock so as to affect them adversely but shall not so affect the entire class of Preferred Stock; provided, however, that with respect to any alteration, waiver or change of the powers, preferences or special rights of the Series C Preferred Stock in connection with a Deemed Liquidation Event, the holders of Series C Preferred Stock shall be entitled to the greater of (X) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series C Preferred Stock absent any such alteration, waiver or change and (Y) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series C Preferred Stock giving effect to any such alteration, waiver or change; or (c) amend any portion of Section 5.2(a)(C) or Section 3.5, shall require the written consent or affirmative vote of the holders of at least seventy-five percent (75%) of the Series C Preferred Stock (calculated on an as converted to Common Stock basis) voting as a single class.

6.5 Series X Protective Provisions. Until the closing of a Qualified IPO, so long as at least one million (1,000,000) shares of Series X Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), any amendment of this Restated Certificate that would (a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series X Preferred Stock; (b) alter, waive or change the powers, preferences or special rights of the Series X Preferred Stock so as to affect them adversely but shall not so affect the entire class of Preferred Stock; provided, however, that with respect to any alteration, waiver or change of the powers, preferences or special rights of the Series X Preferred Stock in connection with a Deemed Liquidation Event, the holders of Series X Preferred Stock shall be entitled to the greater of (X) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series X Preferred Stock absent any such alteration, waiver or change and (Y) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series X Preferred Stock giving effect to any such alteration, waiver or change; or (c) amend any portion of Section 5.2(a)(D) or Section 3.5, shall require the written consent or affirmative vote of the holders of at least sixty percent (60%) of the Series X Preferred Stock (calculated on an as converted to Common Stock basis) voting as a single class.

6.6 Series D Protective Provisions. Until the closing of a Qualified IPO, so long as at least one million (1,000,000) shares of Series D Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), any amendment of this Restated Certificate that would (a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series D Preferred Stock; (b) alter, waive or change the powers, preferences or special rights of the Series D Preferred Stock so as to affect them adversely but shall not so affect the entire class of Preferred Stock; provided, however, that with respect to any alteration, waiver or change of the powers, preferences or special rights of the Series D Preferred Stock in connection with a Deemed Liquidation Event, the holders of Series D Preferred Stock shall be entitled to the greater of (X) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of

Series D Preferred Stock absent any such alteration, waiver or change and (Y) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series D Preferred Stock giving effect to any such alteration, waiver or change; or (c) amend any portion of Section 5.2(a)(E) or Section 3.5, shall require the written consent or affirmative vote of the holders of at least sixty-five percent (65%) of the Series D Preferred Stock (calculated on an as converted to Common Stock basis) voting as a single class.

6.7 Series E Protective Provisions. Until the closing of a Qualified IPO, so long as at least two million (2,000,000) shares of Series E Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), any amendment of this Restated Certificate that would (a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series E Preferred Stock; (b) alter, waive or change the powers, preferences or special rights of the Series E Preferred Stock so as to affect them adversely but shall not so affect the entire class of Preferred Stock; provided, however, that with respect to any alteration, waiver or change of the powers, preferences or special rights of the Series E Preferred Stock in connection with a Deemed Liquidation Event, the holders of Series E Preferred Stock shall be entitled to the greater of (X) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series E Preferred Stock absent any such alteration, waiver or change and (Y) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series E Preferred Stock giving effect to any such alteration, waiver or change; or (c) amend any portion of Section 5.2(a)(F) or Section 3.5, shall require the written consent or affirmative vote of the holders of a majority of the Series E Preferred Stock (calculated on an as converted to Common Stock basis) voting as a single class.

6.8 Series F Protective Provisions. Until the closing of a Qualified IPO, so long as at least one million three hundred thousand (1,300,000) shares of Series F Preferred Stock remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), any amendment of this Restated Certificate that would (a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series F Preferred Stock; (b) alter, waive or change the powers, preferences or special rights of the Series F Preferred Stock so as to affect them adversely but shall not so affect the entire class of Preferred Stock; provided, however, that with respect to any alteration, waiver or change of the powers, preferences or special rights of the Series F Preferred Stock in connection with a Deemed Liquidation Event, the holders of Series F Preferred Stock shall be entitled to the greater of (X) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series F Preferred Stock absent any such alteration, waiver or change and (Y) the proceeds payable to such holders pursuant to Section 3.1 hereof in respect of their shares of Series F Preferred Stock giving effect to any such alteration, waiver or change; or (c) amend any portion of Section 5.2(a)(G) or Section 3.5, shall require the written consent or affirmative vote of the holders of a majority of the Series F Preferred Stock (calculated on an as converted to Common Stock basis) voting as a single class.

6.9 Series G Protective Provisions. Until the closing of a Qualified IPO, so long as any shares of Series G Preferred Stock originally issued by the Corporation remain outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of the Series G Preferred Stock), notwithstanding anything to the contrary herein, the Corporation shall not (by merger, reclassification or otherwise), directly or indirectly, without the approval, by vote or written consent, of the holders of a majority of the Series G Preferred Stock then outstanding:

(a) increase or decrease (other than by redemption or conversion in accordance herewith) the aggregate number of authorized shares of Series G Preferred Stock;

(b) authorize or create (by reclassification, merger or otherwise) any new class or series of equity security (including any security convertible into or exercisable for any equity security) having rights, preferences or privileges with respect to dividends or payments upon liquidation senior to or *pari passu* with the Series G Preferred Stock including, for the avoidance of doubt, any Exempted Securities; provided, however, that the foregoing shall not apply to any new class or series of equity security (including any security convertible into or exercisable for any equity security) if such securities ("***Alternate Pari Securities***"): (i) are *pari passu* with the Series G Preferred Stock, other than as set forth in the following provisions of this Section 6.9(b); (ii) are issued at a price per share equal to or greater than the Series G Original Issue Price; (iii) have a liquidation preference per share that is no greater than one times (1.0x) the original issue price of such securities; and (iv) do not have a cumulative dividend or other form of structured return, other than the ability to convert to Common Stock at a fixed price per share; provided, further, that, any such Alternate Pari Securities contemplated by the immediately preceding proviso shall not, and shall not be deemed to be, "Series G Preferred Stock" for purposes hereof, and such Alternate Pari Securities shall not be entitled to the rights, preferences and privileges of the Series G Preferred Stock specified herein, including the right to vote with Series G Preferred Stock on any matter to be approved by the holders thereof (including the consent rights set forth in this Section 6.9), the Series G Liquidation Preference, or any Series G Accruing Dividends;

(c) make, declare, authorize and/or pay any dividends or distributions in cash, assets or otherwise, or make any other transfer of cash or other property without consideration (other than (i) dividends payable solely in shares of its own Common Stock and (ii) redemptions of or dividends or distributions on the Series G Preferred Stock as expressly provided herein), or declare, authorize or make any other purchase, redemption or acquisition, directly or indirectly, on account of any shares of Preferred Stock, Common Stock or any other equity securities of the Corporation or its subsidiaries now or hereafter outstanding, whether pursuant to a Seventh Amended & Restated Right of First Refusal and Co-Sale Agreement between the Corporation and certain holders of its capital stock or any successor or similar agreement (the "***ROFR Agreement***") or otherwise, in each case, other than Permitted Repurchases; provided, that, any Permitted Repurchases that result from the exercise of the Corporation's right of first refusal (as opposed to a right to repurchase shares subject to the Company's right of repurchase upon such holder's termination of services to the Company) shall be subject to, and shall require the consent of the Series G Majority or the Board, including at least one Series G Director (provided that such approving Series G Director is affiliated with and not independent of GPI Capital, L.P.), if any, if such Permitted Repurchase would exceed: (x) an annual limit per employee, officer, director, consultant, independent contractor, advisor or other person (as applicable) of $200,000 and/or (y) an aggregate annual limit for all such employees, officers, directors, consultants, independent contractors, advisors or other persons of $1,000,000;

(d) create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or enter into any loan or credit agreement or similar arrangement, or create or grant any encumbrance, lien or security interest, or hypothecate any assets, or incur other indebtedness for borrowed money or otherwise, including but not limited to obligations and contingent obligations under guarantees and letters of credit (collectively, "***Indebtedness***"), or permit any subsidiary to take any such action with respect to any Indebtedness, if the aggregate Indebtedness of the Corporation and its subsidiaries following such action, including for the avoidance of doubt any existing Indebtedness incurred prior to such action, would exceed $15,000,000, *other than* purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons, equipment leases, or trade payables, in each case, arising or incurred in the ordinary course of business and related to the working capital of the Corporation ("***Excluded Indebtedness***") and in an aggregate amount, including any such Excluded Indebtedness or similar arrangement existing and incurred prior to such action, not to exceed $10,000,000 (the "***Working Capital Indebtedness***") unless such Indebtedness has received the prior approval of the Board of Directors, including the approval of at least one Series G Director (provided that such approving Series G Director is affiliated with and not independent of GPI Capital, L.P.), if any, or amend any of the foregoing that are outstanding as of or after the Original Issue Date; provided, however, that, for the avoidance of doubt, Indebtedness incurred or authorized for or in connection with the acquisition or divestiture of another entity or business, assets (other than acquisitions or divestitures of assets in the ordinary course of business), or the entering into of a joint venture or similar arrangement, or any other action not in the Corporation's ordinary course of business, shall not be "Working Capital Indebtedness" for purposes hereof.

(e) amend, alter or repeal the rights, preferences, privileges or powers of the Series G Preferred Stock so as to adversely affect the Series G Preferred Stock by amending its Certificate of Incorporation or Bylaws, it being agreed that any amendment, alteration or repeal of Section 1.5(b), Section 1.6, Section 1.15, Section 1.16, Section 2.1, Section 3.1, Section 4.6(a)(iii), Section 5.3(b), this Section 6.9 or Section 7 shall be adverse to the Series G Preferred Stock;

(f) enter into any transaction with any current or former executive officer, current or former member of the Board or holder of 1% or more, on a fully-diluted basis, of the Corporation's or any of its subsidiary's capital stock, except for (x) transactions entered into in connection with any (i) employment agreement or arrangement, (ii) bonus plan, (iii) benefit plan, (iv) other similar agreement or arrangement entered into by the Corporation or any of its subsidiaries in the ordinary course of business (such agreement or arrangement under this subsection (iv), a "***Similar Agreement***") with payments pursuant to any Similar Agreement in an amount not greater than $50,000 in the aggregate, (y) transactions approved by the Board, including the approval of one of the Series G Directors, if any, or (z) equity grants issued in the ordinary course of business to employees, officers, directors, contractors, consultants or advisers to the Corporation or any Subsidiary pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other similar arrangements that are approved or recommended by the compensation committee of the Board;

(g) effect (i) a Liquidation Event, (ii) a Deemed Liquidation Event or (iii) a transaction or series of transactions that would be a Deemed Liquidation Event but for the waiver of treatment as such by the holders of a majority of the then outstanding shares of Preferred Stock, in each case, in which the per share Initial Consideration received by the holders of Series G Preferred Stock at the consummation of such Deemed Liquidation Event is less than the Series G Liquidation Preference;

(h) consummate (i) a Direct Listing, (ii) an initial public offering that is not a Qualified IPO or (iii) any other transaction that results in the public listing of the Corporation's or its successor's securities on an exchange or marketplace, including such a transaction involving a special purpose acquisition company; or

(i) permit any of its subsidiaries to take any of the actions set forth in this Section 6.9.

7. Redemption.

7.1 General: Redemption Request. In the event the Corporation does not consummate a Qualified IPO or a Direct Listing prior to the fifth (5th) anniversary of the Original Issue Date, the Series G Majority may at their election, at any time on or after the fifth (5th) anniversary of the Original Issue Date, deliver to the Corporation a written notice requesting redemption (a "***Redemption***") of all shares of Series G Preferred Stock (a "***Redemption Request***") at a price per share equal to (i) the Series G Original Issue Price plus (ii) all accrued but unpaid dividends per such share (including the Series G Accruing Dividends), whether or not declared, as of immediately prior to Redemption (the "***Redemption Price***"), with such Redemption to occur not more than 60 days after receipt by the Corporation of such Redemption Request. The right of Series G Majority to cause the Corporation to consummate a Redemption in accordance with this Section 7 is hereinafter referred to as the "***Series G Redemption Right***".

7.2 Redemption Notice. Promptly, but in any event within 10 days of receipt of any Redemption Request and at least 40 days prior to the date of the Redemption (the "***Redemption Date***", which shall not be more than 60 days after the Corporation's receipt of the Redemption Request), the Corporation shall send written notice (a "***Redemption Notice***") of the Redemption Request to each holder of record of Series G Preferred Stock. The Redemption Notice shall state:

(a) the number of shares of Series G Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

(b) the Redemption Date and the Redemption Price;

(c) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section 5.1(c)); and

(d) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series G Preferred Stock to be redeemed.

If the Corporation receives, on or prior to the twentieth (20th) day after the date of delivery of the Redemption Notice to a holder of Series G Preferred Stock, written notice from such holder that such holder elects to be excluded from the Redemption provided in this Section 7, then the shares of Series G Preferred Stock registered on the books of the Corporation in the name of such holder at the time of the Corporation's receipt of such notice shall thereafter be "***Excluded Shares***." Excluded Shares shall not be redeemed or redeemable pursuant to this Section 7, whether on such Redemption Date or thereafter.

7.3 Shares Redeemed. On the Redemption Date, the Corporation shall redeem all outstanding shares of Series G Preferred Stock; provided, however, that Excluded Shares shall not be redeemed and shall be excluded from the calculations set forth in this sentence; and provided, further, that, if following the Series G Majority's delivery of a Redemption Request but prior to the Redemption Date, a Liquidation Event or Deemed Liquidation Event is approved or consummated in accordance herewith, payment with respect to shares of Series G Preferred Stock shall be governed by Section 3, and such shares shall not be redeemed pursuant to this Section 7. If on the Redemption Date, Delaware law governing distributions to stockholders prevents the Corporation from redeeming any or all shares of Series G Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, if any, and shall redeem the remaining shares as soon as it may lawfully do so under such law; provided, that, for the avoidance of doubt, outstanding shares of Series G Preferred Stock shall continue to accrue dividends in accordance herewith up to and until the Redemption of such shares of Series G Preferred Stock, including following the Redemption Date to the extent such shares of Series G Preferred Stock are not so redeemed on the Redemption Date.

7.4 Surrender of Certificates; Payment. On or before the Redemption Date, each holder of shares of Series G Preferred Stock to be redeemed on the Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 5, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be paid in cash or by wire transfer of immediately-available funds to the person whose name appears on such certificate or certificates as the owner thereof (or their designee). In the event less than all of the shares of Series G Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series G Preferred Stock shall promptly be issued to such holder.

7.5 Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the Redemption Date the Redemption Price payable upon redemption of the shares of Series G Preferred Stock to be redeemed on the Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available to the payee in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Series G Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series G Preferred Stock shall cease to accrue after the Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of any such certificate or certificates therefor.

8. Miscellaneous.

8.1 No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

8.2 Preemptive Rights. No stockholder of the Corporation shall have a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and a stockholder.

ARTICLE VI: AMENDMENT OF BYLAWS

The Board of the corporation shall have the power to adopt, amend or repeal Bylaws of the Corporation, in a manner consistent with this Certificate of Incorporation.

ARTICLE VII: DIRECTOR LIABILITY

To the fullest extent permitted by law, 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 the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article VII 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 the Delaware General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article VII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE VIII: INDEMNIFICATION

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which Delaware General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by §145 of the Delaware General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE IX: CREDITOR AND STOCKHOLDER COMPROMISES

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of §291 of Title 8 of the Delaware General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under §279 of Title 8 of the Delaware General Corporation Law order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE X: EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article X (including, without limitation, each portion of any sentence of this Article X containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XI: CORPORATE OPPORTUNITY

The Corporation renounces any interest or expectancy of the Corporation in, or in being presented or offered an opportunity to participate in, any Excluded Opportunity, An "***Excluded Opportunity***" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, (collectively, "***Covered Persons***"), unless in either case such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

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AMENDED AND RESTATED BYLAWS OF COUCHBASE INC.

ARTICLE I
STOCKHOLDERS

1.1 Place of Meetings. All meetings of stockholders shall be held at such place (if any) within or without the State of Delaware as may be designated from time to time by the Board of Directors, the President or the Chief Executive Officer.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date to be fixed by the Board of Directors at the time and place to be fixed by the Board of Directors and stated in the notice of the meeting. In lieu of holding an annual meeting of stockholders at a designated place, the Board of Directors may, in its sole discretion, determine that any annual meeting of stockholders may be held solely by means of remote communication.

1.3 Special Meetings. Special meetings of stockholders may be called at any time by the Board of Directors, the Chairman of the Board or the President for any purpose or purposes prescribed in the notice of the meeting and shall be held at such place (if any), on such date and at such time as the Board may fix. In lieu of holding a special meeting of stockholders at a designated place, the Board of Directors may, in its sole discretion, determine that any special meeting of stockholders may be held solely by means of remote communication. Business transacted at any special meeting of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings.

(a) Written notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or as required by law (meaning here and hereafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation). The notice of any meeting shall state the place, if any, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

(b) Notice to stockholders may be given by personal delivery, mail, or, with the consent of the stockholder entitled to receive notice, by facsimile or other means of electronic transmission. If mailed, such notice shall be delivered by postage prepaid envelope directed to each stockholder at such stockholder’s address as it appears in the records of the corporation and shall be deemed given when deposited in the United States mail. Notice given by electronic

transmission pursuant to this subsection shall be deemed given: (1) if by facsimile telecommunication, when directed to a facsimile telecommunication number at which the stockholder has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by personal delivery, by mail, or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) Notice of any meeting of stockholders need not be given to any stockholder if waived by such stockholder either in a writing signed by such stockholder or by electronic transmission, whether such waiver is given before or after such meeting is held. If such a waiver is given by electronic transmission, the electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder.

1.5 Voting List. The officer who has charge of the stock ledger of the corporation shall prepare, at least 10 days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order for each class of stock and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, in the manner provided by law. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be inspected by any stockholder who is present. This list shall determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 Quorum. Except as otherwise provided by law or these Bylaws, the holders of a majority of the shares of the capital stock of the corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. Where a separate class vote by a class or classes or series is required, a majority of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

1.7 Adjournments. Any meeting of stockholders may be adjourned to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the chairman of the meeting or, in the absence of such person, by any officer entitled to preside at or to act as secretary of such meeting, or by the holders of a majority of the shares of stock present or represented at the meeting and entitled to vote, although less than a quorum. When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the date, time, and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned

meeting, written notice of the place, if any, date, and time of the adjourned meeting 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 adjourned meeting, shall be given in conformity herewith. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or in the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person or may authorize any other person or persons to vote or act for him by written proxy executed by the stockholder or his authorized agent or by a transmission permitted by law and delivered to the Secretary of the corporation. Any copy, facsimile transmission or other reliable reproduction of the writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or transmission.

1.9 Action at Meeting.

(a) At any meeting of stockholders for the election of one or more directors at which a quorum is present, the election shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election. All other matters shall be determined by a majority in voting power of the shares present in person or represented by proxy and entitled to vote on the matter (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, a majority of the shares of each such class present in person or represented by proxy and entitled to vote on the matter shall decide such matter), provided that a quorum is present, except when a different vote is required by express provision of law, the Certificate of Incorporation or these Bylaws.

(b) All voting, including on the election of directors, but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a vote by ballot shall be taken. Each ballot shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. The corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The corporation may designate one or more persons as an alternate inspector to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of his or her ability.

1.10 Stockholder Action Without Meeting. Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize

or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the corporation and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

An electronic transmission consenting to an action to be taken and transmitted by a stockholder, or by a proxy holder or other person authorized to act for a stockholder, shall be deemed to be written, signed and dated for the purpose of this Section 1.10, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the electronic transmission was transmitted by the stockholder or by a person authorized to act for the stockholder and (ii) the date on which such stockholder or authorized person transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded.

1.11 Meetings by Remote Communication. If authorized by the Board of Directors, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication, participate in the meeting and be deemed present in person and vote at the meeting, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

ARTICLE II
BOARD OF DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 Number and Term of Office. Subject to the rights of the holders of any series of preferred stock to elect directors under specified circumstances, the number of directors constituting the entire Board of Directors shall initially be eight (8) and, thereafter, shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a

majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption). All directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any director.

2.3 Vacancies and Newly Created Directorships. Subject to the rights of the holders of any series of Preferred Stock then outstanding, including but not limited to the right for certain holders of Preferred Stock to designate directors as set forth in that certain Amended and Restated Voting Agreement, by and among the corporation and the parties thereto, as it may be amended from time to time, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification or other cause (including removal from office by a vote of the stockholders) may be filled by a majority vote of the directors then in office, though less than a quorum, by the sole remaining director, or, to the extent required by the Certificate of Incorporation or if there are no directors, by the stockholders, and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders at which the term of office of the class to which they have been elected expires or until such director's successor shall have been duly elected and qualified. No decrease in the number of authorized directors shall shorten the term of any incumbent director.

2.4 Resignation. Any director may resign by delivering notice in writing or by electronic transmission to the President, Chairman of the Board or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.5 Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any directors, or the entire Board of Directors, may be removed from office at any time, by the affirmative vote of the holders of a majority of the voting power of all of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class. Vacancies in the Board of Directors resulting from such removal may be filled by a majority of the directors then in office, though less than a quorum, or by the sole remaining director. Directors so chosen shall hold office until the next annual meeting of stockholders.

2.6 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.7 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or two or more directors and may be held at any time and place, within or without the State of Delaware.

2.8 Notice of Special Meetings. Notice of any special meeting of directors shall be given to each director by whom it is not waived by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director by (i) giving notice to such director in person or by telephone, electronic transmission or voice message system at least 24 hours in advance of the meeting, (ii) sending a facsimile to his last known facsimile number, or delivering written notice by hand to his last known business or home address, at least 24 hours in advance of the meeting, or (iii) mailing written notice to his last known business or home address at least three days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

2.9 Participation in Meetings by Telephone Conference Calls or Other Methods of Communication. Directors or any members of any committee designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.10 Quorum. A majority of the total number of authorized directors shall constitute a quorum at any meeting of the Board of Directors. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of a committee which authorizes a particular contract or transaction.

2.11 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Certificate of Incorporation or these Bylaws.

2.12 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting if all members of the Board or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writings or electronic 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.

2.13 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, with such lawfully delegated powers and duties as it therefor confers, to serve at the pleasure of the Board. 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 of the committee present at any meeting and not disqualified from voting, whether or not he or they 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 and subject to the provisions of the Delaware General Corporation Law,

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. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors.

2.14 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary corporations in any other capacity and receiving compensation for such service.

2.15 Nomination of Director Candidates. Subject to the rights of holders of any class or series of Preferred Stock then outstanding, nominations for the election of Directors may be made by (i) the Board of Directors or a duly authorized committee thereof or (ii) any stockholder entitled to vote in the election of Directors.

ARTICLE III
OFFICERS

3.1 Enumeration. The officers of the corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Treasurer, a Chief Financial Officer and such other officers with such other titles as the Board of Directors shall determine, including, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate, including, without limitation, a co-Chief Executive Officer and co-President.

3.2 Election. Officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Officers may be appointed by the Board of Directors at any other meeting.

3.3 Qualification. No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote appointing him, or until his earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer elected by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors.

3.6 Chairman of the Board. The Board of Directors may appoint a Chairman of the Board. If the Board of Directors appoints a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to him by the Board of Directors. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the Board of Directors.

3.7 Chief Executive Officer. The Chief Executive Officer of the corporation shall, subject to the direction of the Board of Directors, have general supervision, direction and control of the business and the officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the chief executive officer of a corporation, including general supervision, direction and control of the business and supervision of other officers of the corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

3.8 President. Subject to the direction of the Board of Directors and such supervisory powers as may be given by these Bylaws or the Board of Directors to the Chairman of the Board or the Chief Executive Officer, if such titles be held by other officers, the President shall have general supervision, direction and control of the business and supervision of other officers of the corporation. Unless otherwise designated by the Board of Directors, the President shall be the Chief Executive Officer of the corporation. The President shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. He or she shall have power to sign stock certificates, contracts and other instruments of the corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the corporation, other than the Chairman of the Board and the Chief Executive Officer.

3.9 Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing shall have at the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.10 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the Secretary, including, without limitation, the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to keep a record of the proceedings of all meetings of stockholders and the Board of Directors, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

3.11 Treasurer. The Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation, the duty and power to keep and be responsible for all funds and securities of the corporation, to maintain the financial records of the corporation, to deposit funds of the corporation in depositories as authorized, to disburse such funds as authorized, to make proper accounts of such funds, and to render as required by the Board of Directors accounts of all such transactions and of the financial condition of the corporation.

3.12 Chief Financial Officer. The Chief Financial Officer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer or the President. Unless otherwise designated by the Board of Directors, the Chief Financial Officer shall be the Treasurer of the corporation.

3.13 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.14 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE IV
CAPITAL STOCK

4.1 Issuance of Stock. Subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any unissued balance of the authorized capital stock of the corporation held in its treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

4.2 Certificates of Stock. The shares of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any class or series of its stock shall be uncertificated shares; provided, however, that no such resolution shall apply to shares represented by a certificate until such certificate is surrendered to the corporation. Every holder of stock of the corporation represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and class of shares owned by him in the corporation. Each such certificate shall be signed by, or in the name of the corporation by, the Chairman or Vice Chairman, if any, of the Board of Directors, or the President or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Any or all of the signatures on the certificate may be a facsimile.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, the Bylaws, applicable securities laws or any agreement among any number of shareholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

4.3 Transfers. Except as otherwise established by rules and regulations adopted by the Board of Directors, and subject to applicable law, shares of stock may be transferred on the books of the corporation: (i) in the case of shares represented by a certificate, by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or authenticity of signature as the corporation or its transfer agent may reasonably require; and (ii) in the case of uncertificated shares, upon the receipt of proper transfer instructions from the registered owner thereof. Except as may be otherwise required by law, the Certificate of Incorporation or the Bylaws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws.

4.4 Lost, Stolen or Destroyed Certificates. The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen, or destroyed, or it may issue uncertificated shares if the shares represented by such certificate have been designated as uncertificated shares in accordance with Section 4.2, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, concession or exchange of stock, or for the purpose of any other lawful action. Such record date shall not precede the date on which the resolution fixing the record date is adopted and shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action to which such record date relates.

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 before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action by the Board of Directors is necessary shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

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, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE V
GENERAL PROVISIONS

5.1 Fiscal Year. The fiscal year of the corporation shall be as fixed by the Board of Directors.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by electronic transmission or any other method permitted under the Delaware General Corporation Law, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the timeliness of notice.

5.4 Actions with Respect to Securities of Other Corporations. Except as the Board of Directors may otherwise designate, the Chief Executive Officer or President or any officer of the corporation authorized by the Chief Executive Officer or President shall have the power to vote and otherwise act on behalf of the corporation, in person or proxy, and may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact to this corporation (with or without power of substitution) at any meeting of stockholders or shareholders (or with respect to any action of stockholders) of any other corporation or organization, the securities of which may be held by this corporation and otherwise to exercise any and all rights and powers which this corporation may possess by reason of this corporation's ownership of securities in such other corporation or other organization.

5.5 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time.

5.7 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

5.8 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.9 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by commercial courier service, or by facsimile or other electronic transmission, provided that notice to stockholders by electronic transmission shall be given in the manner provided in Section 232 of the Delaware General Corporation Law. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the corporation. The time when such notice shall be deemed to be given shall be the time such notice is received by such stockholder, director, officer, employee or agent, or by any person accepting such notice on behalf of such person, if delivered by hand, facsimile, other electronic transmission or commercial courier service, or the time such notice is dispatched, if delivered through the mails. Without limiting the manner by which notice otherwise may be given effectively, notice to any stockholder shall be deemed given: (1) if by facsimile, when directed to a number at which the stockholder has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; (4) if by any other form of electronic transmission, when directed to the stockholder; and (5) if by mail, when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation.

5.10 Reliance Upon Books, Reports and Records. Each director, each member of any committee designated by the Board of Directors, and each officer of the corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation as provided by law, including reports made to the corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

5.11 Time Periods. In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

5.12 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

5.13 Annual Report. For so long as the corporation has fewer than 100 holders of record of its shares, the mandatory requirement of an annual report under Section 1501 of the California Corporations Code is hereby expressly waived.

ARTICLE VI
AMENDMENTS

6.1 By the Board of Directors. Except as otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present.

6.2 By the Stockholders. Except as otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of the holders of at least a majority of the voting power of all of the shares of capital stock of the corporation issued and outstanding and entitled to vote generally in any election of directors, voting together as a single class. Such vote may be held at any annual meeting of stockholders, or at any special meeting of stockholders provided that notice of such alteration, amendment, repeal or adoption of new Bylaws shall have been stated in the notice of such special meeting.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as a controlling person of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said Law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII, the corporation shall indemnify any such person seeking indemnity in connection with a proceeding (or part thereof) initiated by such person only if (a) such indemnification is expressly required to be made by law, (b) the proceeding (or part thereof) was authorized by the Board of Directors of the corporation, (c) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law, or (d) the proceeding (or part thereof) is brought to establish or enforce a right to indemnification or advancement under an indemnity agreement or any other statute or law or otherwise as required under Section 145 of the Delaware General Corporation Law. The rights hereunder shall be contract rights and shall include the right to be paid expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is tendered by such

person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately by final judicial decision from which there is no further right to appeal that such director or officer is not entitled to be indemnified under this section or otherwise.

7.2 Right of Claimant to Bring Suit. If a claim under Section 7.1 is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, or 20 days in the case of a claim for advancement of expenses, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if such suit is not frivolous or brought in bad faith, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to this corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the corporation shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal that the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, shall be on the corporation.

7.3 Indemnification of Employees and Agents. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of related expenses, to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification of and advancement of expenses to directors and officers of the corporation.

7.4 Non-Exclusivity of Rights. The rights conferred on any person in this Article VII shall not be exclusive of any other right which such persons may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

7.5 Indemnification Contracts. The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person 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 employee benefit plans, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article VII.

7.6 Insurance. The corporation may maintain insurance to the extent reasonably available, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

7.7 Effect of Amendment. Any amendment, repeal or modification of any provision of this Article VII shall not adversely affect any right or protection of an indemnitee or his successor in respect of any act or omission occurring prior to such amendment, repeal or modification.

SUBLEASE

THIS SUBLEASE (this "Sublease") is dated for reference purposes as of April 25, 2018, and is made by and between Gigamon Inc., a Delaware corporation ("Sublessor"), and Couchbase, Inc., a Delaware corporation ("Sublessee"). Sublessor and Sublessee hereby agree as follows:

1. Recitals: This Sublease is made with reference to the fact that American National Insurance Company, as landlord ("Master Lessor"), and Sublessor, as tenant, entered into that certain Standard Industrial/Commercial Single-Tenant Lease, dated as of December 6, 2016 (the "Master Lease"), with respect to premises consisting of approximately 45,896 square feet of space, located at 3250 Olcott Street, Santa Clara, CA (the "Premises"). A copy of the Master Lease is attached hereto as Exhibit A.

2. Premises: Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, all of the Premises (also referred to herein as the "Subleased Premises"). Except to the extent that the square footage of the Premises is adjusted by Master Lessor, to the extent permitted under the Master Lease, the square footage of the Subleased Premises shall be as set forth in this paragraph, notwithstanding any remeasurement.

3. Term:

A. Term. The term (the "Term") of this Sublease shall be for the period commencing on the later of (i) July 1, 2018, (ii) the date that Sublessor tenders possession of the Subleased Premises to Sublessee and (iii) the date that Sublessor obtains Master Lessor's consent to this Sublease (the "Commencement Date") and ending on March 31, 2025 (the "Expiration Date"), unless this Sublease is sooner terminated pursuant to its terms or the Master Lease is sooner terminated pursuant to its terms. Notwithstanding the foregoing, if Sublessee conducts business from the Subleased Premises at any time prior to the Commencement Date, then Sublessee shall be obligated to pay Rent hereunder from and after such date, but the Expiration Date shall remain unchanged.

B. Early Access. From and after the date that Master Lessor consents to the Sublease, Sublessor shall permit Sublessee to enter the Subleased Premises for the purpose of preparing the Subleased Premises for occupancy and not for the purpose of conducting business therein, provided (i) Master Lessor's consent to this Sublease has been received, (ii) Sublessee has delivered to Sublessor the Security Deposit and first month's Base Rent as required under Paragraph 4 and (iii) Sublessee has delivered to Sublessor evidence of all insurance required under this Sublease. Such occupancy shall be subject to all of the provisions of this Sublease, except for the obligation to pay Base Rent and shall not advance the Expiration Date of this Sublease.

4. Rent:

A. Base Rent. Sublessee shall pay to Sublessor as base rent for the Subleased Premises for each month during the Term the following amounts per month ("Base Rent"):

Months	Base Rent
Commencement Date—6/30/2019*	$151,456.80
7/1/2019 - 6/30/2020	$156,000.50
7/1/2020 - 6/30/2021	$160,680.52
7/1/2021 - 6/30/2022	$165,500.93
7/1/2022 - 6/30/2023	$170,465.96
7/1/2023 - 6/30/2024	$175,579.94
7/1/2024 - 3/30/2025	$180,847.34

* Provided that Sublessee is not in default under this Sublease, Base Rent and any amounts payable with respect to Real Property Taxes (as defined in Paragraph 4.B below) and insurance costs pursuant to Paragraph 4.B below for the first (1st) through the fourth (4th) months of the Term shall be abated.

Base Rent and Additional Rent, as defined in Paragraph 4.B below, shall be paid on or before the first (1st) day of each month. Base Rent and Additional Rent for any period during the Term hereof which is for less than one (1) month of the Term shall be a pro rata portion of the monthly installment based on a thirty (30) day month. If an increase in Base Rent becomes effective on a date other than the first day of a calendar month, the Base Rent for that month shall be the sum of the two applicable rates, each prorated for the portion of the month during which the rate is in effect. Base Rent and Additional Rent shall be payable without notice or demand and without any deduction, offset, or abatement, in lawful money of the United States of America. Base Rent and Additional Rent shall be paid directly to Sublessor at 3300 Olcott Street, Santa Clara, CA, Attention: Accounting, or such other address as may be designated in writing by Sublessor.

B. Additional Rent. All monies other than Base Rent required to he paid by Sublessor under the Master Lease, including, without limitation, any amounts payable by Sublessor to Master Lessor as “Real Property Taxes” (as defined in Section 10 of the Master Lease) and all insurance costs pursuant to Section 8 of the Master Lease, shall be paid by Sublessee hereunder as and when such amounts are due under the Master Lease, as incorporated herein, subject to the terms of this Paragraph 4.B. All such amounts shall be deemed additional rent (“Additional Rent”). Base Rent and Additional Rent hereinafter collectively shall be referred to as “Rent”. Sublessee and Sublessor agree, as a material part of the consideration given by Sublessee to Sublessor for this Sublease, that Sublessee shall pay all costs, expenses, taxes, insurance, maintenance and other charges of every kind and nature arising in connection with this Sublease, the Master Lease or the Subleased Premises, such that Sublessor shall receive, as a net consideration for this Sublease, the Base Rent payable under Paragraph 4.A hereof; provided, however, that notwithstanding anything to the contrary set forth in this Sublease, Sublessor shall be solely responsible for paying to Master Lessor and all Additional Rent imposed by Master Lessor under the Master Lease to the extent due to any breach of the Master Lease committed or caused by Sublessor and not caused by a breach of Sublessee’s obligations under this Sublease. Sublessor shall promptly deliver to Sublessee copies of all invoices, statements, written demands and other written notices for Additional Rent that are given to Sublessor by Master Lessor and are related to the Subleased Premises and the Sublease Term.

C. Payment of First Month's Rent. Upon execution hereof by Sublessee, Sublessee shall pay to Sublessor the sum of One Hundred Fifty-One Thousand Four Hundred Fifty-Six and 80/100 Dollars ($151,456.80), which shall constitute Base Rent for the fifth month of the Term.

5. Security Deposit: Upon execution hereof by Sublessee, Sublessee shall deposit with Sublessor the sum of Five Hundred Forty-Two Thousand Five Hundred Forty-Two and 02/100 Dollars ($542,542.02) (the "Security Deposit"), in cash, as security for the performance by Sublessee of the terms and conditions of this Sublease. If Sublessee fails to pay Rent or other charges due hereunder or otherwise defaults with respect to any provision of this Sublease, then Sublessor may draw upon, use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default, for the payment of any other sum which Sublessor has become obligated to pay by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor has suffered thereby, including future rent damages under California Civil Code Section 1951.2, without prejudice to any other remedy provided herein or by law. Sublessee hereby waives the provisions of any law, now or hereafter in force, including, without limitation, California Civil Code Section 1951.7, that provides that Sublessor may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Sublessee, or to clean the Subleased Premises, it being agreed that Sublessor, in addition, may claim those sums reasonably necessary to compensate Sublessor for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Sublessee, including future rent damages following the termination of this Sublease. If Sublessor so uses or applies all or any portion of the Security Deposit, then Sublessee, within ten (10) days after demand therefor, shall deposit cash with Sublessor in the amount required to restore the Security Deposit to the full amount stated above. Notwithstanding the foregoing, provided that Sublessee is not then in default and has not previously been in default of this Sublease, then, at Sublessee's written request, the amount of the Security Deposit shall be reduced by the amount of $180,847.34 on each of the second (2nd) and fourth (4th) anniversaries of the Commencement Date. Upon the expiration of this Sublease, if Sublessee is not in default beyond any applicable notice and cure periods, Sublessor shall return to Sublessee so much of the Security Deposit as has not been applied or reduced by Sublessor pursuant to this paragraph, or which is not otherwise required to cure Sublessee's defaults.

In lieu of the cash Security Deposit, Sublessee shall have the right to deposit with Sublessor, as security for the performance by Sublessee of its obligations under this Sublease, an irrevocable and unconditional letter of credit (the "Letter of Credit") governed by the Uniform Customs and Practice for Documentary Credits (1993 revisions), International Chamber of Commerce Publication No. 500, as revised from time to time, in an amount equal to Five Hundred Forty-Two Thousand Five Hundred Forty-Two and 02/100 Dollars ($542,542.02), issued to Sublessor, as beneficiary, in form and substance satisfactory to Sublessor, by a bank reasonably approved by Sublessor qualified to transact banking business in California. The full amount of the Letter of Credit shall be available to Sublessor upon presentation of Sublessor's sight draft accompanied only by the Letter of Credit and Sublessor's signed statement that Sublessor is entitled to draw on the Letter of Credit pursuant to this Sublease. Sublessor may draw upon the Letter of Credit and apply all or any part of the proceeds thereof for the payment of any rent or other sum in default, the repair of any damage to the Premises caused by Sublessee

or the payment of any other amount which Sublessor may spend or become obligated to spend by reason of Sublessee's default or to compensate Sublessor for any other loss or damage which Sublessor may suffer by reason of Sublessees default to the full extent permitted by law. Sublessee hereby waives any restriction on the use or application of the proceeds of the Letter of Credit by Sublessor as set forth in California Civil Code Section 1950.7. The Letter of Credit shall expressly state that the Letter of Credit and the right to draw thereunder may be transferred or assigned by Sublessor to any successor or assignee of Sublessor under this Sublease. Sublessee shall pay any fees related to the issuance or amendment of the Letter of Credit, including, without limitation, any transfer fees. To the extent Sublessor draws upon all or any portion of the Letter of Credit, Sublessee shall within five (5) days after written demand from Sublessor restore the Letter of Credit to its full amount. The Letter of Credit shall provide that it will be automatically renewed until sixty (60) days after the Expiration Date unless the issuer provides Sublessor with written notice of non-renewal at the notice address herein at least sixty (60) days prior to the expiration thereof. If, not later than thirty (30) days prior to the expiration of the Letter of Credit, Sublessee fails to furnish Sublessor with a replacement Letter of Credit pursuant to the terms and conditions of this section, then Sublessor shall have the right to draw the full amount of the Letter of Credit, by sight draft, and shall hold the proceeds of the Letter of Credit as a cash security deposit. Sublessor shall be entitled to draw upon the full amount of the Letter of Credit upon any default by Sublessee under this Sublease and shall hold any proceeds of the Letter of Credit that are not applied as set forth above as a cash security deposit.

6. Holdover: The parties hereby acknowledge that the expiration date of the Master Lease is March 31, 2025 and that it is therefore critical that Sublessee surrender the Subleased Premises to Sublessor no later than the Expiration Date in accordance with the terms of this Sublease. In the event that Sublessee does not surrender the Subleased Premises by the Expiration Date in accordance with the terms of this Sublease, Sublessee shall indemnify, defend, protect and hold harmless Sublessor from and against all loss and liability resulting from Sublessee's delay in surrendering the Subleased Premises and pay Sublessor holdover rent as provided in Section 26 of the Master Lease.

7. Repairs: The parties acknowledge and agree that Sublessee is subleasing the Subleased Premises on an "as is" basis, and that Sublessor has made no representations or warranties with respect to the condition of the Subleased Premises. Sublessor shall have no obligation whatsoever to make or pay the cost of any alterations, improvements or repairs to the Subleased Premises, including, without limitation, any improvement or repair required to comply with any law. Master Lessor shall be solely responsible for performance of any repairs required to be performed by Master Lessor under the terms of the Master Lease. Notwithstanding the foregoing, prior to the Commencement Date, Sublessor shall remove Sublessor's signs from the interior and exterior of the Building (including, without limitation, the Exterior Building signage, as defined in the Master Lease), all at Sublessor's sole cost and expense.

8. Indemnity: Except to the extent caused by the negligence or willful misconduct of Sublessor, its agents, employees, contractors or invitees, Sublessee shall indemnify, defend with counsel reasonably acceptable to Sublessor, protect and hold Sublessor harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with: (i) the use or occupancy of the Subleased Premises by Sublessee; (ii) the negligence or willful misconduct of Sublessee or its employees, contractors, agents or invitees; or (iii) a breach of Sublessee's obligations under this Sublease or the provisions of the Master Lease assumed by Sublessee hereunder. Sublessee's indemnification of Sublessor shall survive termination of this Sublease.

9. Right to Cure Defaults: If Sublessee fails to pay any sum of money under this Sublease, or fails to perform any other act on its part to be performed hereunder, then Sublessor may, but shall not be obligated to, after passage of any applicable notice and cure periods, make such payment or perform such act. All such sums paid, and all reasonable costs and expenses of performing any such act, shall be deemed Additional Rent payable by Sublessee to Sublessor upon demand, together with interest thereon at the interest rate set forth in Section 13.5 of the Master Lease (the "Interest Rate") from the date of the expenditure until repaid.

10. Assignment and Subletting: Subject to the provisions of this Paragraph 10 and Section 12 of the Master Lease, Sublessee may not assign this Sublease, sublet the Subleased Premises, transfer any interest of Sublessee therein or permit any use of the Subleased Premises by another party (collectively, "Transfer"), without the prior written consent of Sublessor and Master Lessor. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. Any Transfer without such consent shall be void and, at the option of Sublessor, shall terminate this Sublease. Sublessor's waiver or consent to any assignment or subletting shall be ineffective unless set forth in writing, and Sublessee shall not be relieved from any of its obligations under this Sublease unless the consent expressly so provides. Any Transfer shall be subject to the terms of Section 26 of the Master Lease.

11. Use:

A. Sublessee may use the Subleased Premises only for general office and administrative purposes approved by the City of Santa Clara, California. Sublessee shall not use, store, transport or dispose of any hazardous material in or about the Subleased Premises, except as permitted by the Master Lease. Without limiting the generality of the foregoing, Sublessee, at its sole cost, shall comply with all laws relating to hazardous materials. If hazardous materials are discovered on or under the Subleased Premises, then Sublessee, at its sole expense, shall promptly take all action necessary to return the Subleased Premises to the condition existing prior to the appearance of the hazardous material. Sublessee shall indemnify, defend with counsel reasonably acceptable to Sublessor and hold Sublessor harmless from and against all claims, actions, suits, proceedings, judgements, losses, costs, personal injuries, damages, liabilities, deficiencies, fines, penalties, damages, attorneys' fees, consultants' fees, investigations, detoxifications, remediations, removals, and expenses of every type and nature, to the extent caused by the release, disposal, discharge or emission of hazardous materials on or about the Subleased Premises during the Term of this Sublease by Sublessee or its agents, contractors, invitees or employees. For purposes of this Sublease, "hazardous materials" shall mean any material or substance that is now or hereafter prohibited or regulated by any statute, law, rule, regulation or ordinance or that is now or hereafter designated by any governmental authority to be radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment.

B. Sublessee shall not do or permit anything to be done in or about the Subleased Premises which would (i) injure the Subleased Premises; or (ii) vibrate, shake, overload, or impair the efficient operation of the Subleased Premises or the sprinkler systems, heating, ventilating or air conditioning equipment, or utilities systems located therein. Sublessee shall not store any materials, supplies, finished or unfinished products or articles of any nature outside of the Subleased Premises. For purposes of this Sublease and the Master Lease, Sublessee shall comply with all reasonable rules and regulations promulgated from time to time by Sublessor (and provided to Sublessee in writing) and Master Lessor.

C. Sublessee shall have the right to use, during the entire Term of this Sublease, the security system installed by Sublessor at the Subleased Premises, including without limitation all access panels, cameras, and other hardware (including any software currently installed on such hardware). Sublessee shall be responsible for removing such security system from the Subleased Premises at its sole cost and expense upon the expiration or earlier termination of this Sublease, to the extent required by Master Lessor.

12. Effect of Conveyance: As used in this Sublease, the term "Sublessor" means the holder of the tenant's interest under the Master Lease. In the event of any assignment, transfer or termination of the tenant's interest under the Master Lease, which assignment, transfer or termination may occur at any time during the Term hereof in Sublessor's sole discretion, Sublessor shall be and hereby is entirely relieved of all covenants and obligations of Sublessor hereunder, and it shall be deemed and construed, without further agreement between the parties, that any transferee has assumed and shall carry out all covenants and obligations thereafter to be performed by Sublessor hereunder. Sublessor may transfer and deliver any security of Sublessee to the transferee of the tenant's interest under the Master Lease, and thereupon Sublessor shall be discharged from any further liability with respect thereto.

13. Delivery and Acceptance: If Sublessor fails to deliver possession of the Subleased Premises to Sublessee on or before the date set forth in Paragraph 3.A hereof for any reason whatsoever, then this Sublease shall not be void or voidable, nor shall Sublessor be liable to Sublessee for any loss or damage; provided, however, that in such event, Rent shall abate until Sublessor delivers possession of the Subleased Premises to Sublessee. By taking possession of the Subleased Premises, Sublessee conclusively shall be deemed to have accepted the Subleased Premises in their as-is, then-existing condition, without any warranty whatsoever of Sublessor with respect thereto.

14. Improvements: No alteration or improvements shall be made to the Subleased Premises, except in accordance with the Master Lease, and with the prior written consent of both Master Lessor and Sublessor. Except in the event of a termination of this Sublease due to a Sublessee default, Sublessor shall not require the removal of any alterations or improvements made by Sublessee unless Master Lessor requires such removal, in which event Sublessor shall have the same rights to require removal as Master Lessor. Subject to the terms and conditions of this paragraph, Sublessor hereby approves in concept Sublessee's proposed alterations to the extent described on Exhibit C attached hereto ("Sublessee's Initial Alterations"); provided, that, (i) such approval is conditioned upon receipt of Master Lessor's approval of Sublessee's Initial Alterations, and, Master Lessor's disapproval of all or any portion of Sublessee's Initial Alterations shall be deemed to constitute Sublessor's disapproval thereof, (ii) Sublessor's approval shall not constitute its approval of elements of Sublessee's Initial Alterations not described on Exhibit C attached hereto or approval of any further plans, specifications, drawings,

permits, contractors, budgets or other matters related to Sublessee's Initial Alterations that require approval of either Sublessee or Master Lessor under the Sublease or Master Lease, and, all such further consents and approvals shall continue to be required pursuant to the terms of the Master Lease and the Sublease, and (iii) Sublessor's approval above shall be deemed subject to any terms and conditions of Master Lessor's approval of Sublessee's Initial Alterations as well as Sublessee's compliance with all of the terms and conditions of the Sublease and the Master Lease related to Sublessee's Initial Alterations.

15. Insurance and Release and Waiver of Subrogation: Sublessee shall obtain and keep in full force and effect, at Sublessee's sole cost and expense, during the Term the insurance required under Section 8 of the Master Lease. Sublessee shall name Master Lessor and Sublessor as additional insureds under its liability insurance policy. The release and waiver of subrogation set forth in Section 8.6 of the Master Lease, as incorporated herein, shall be binding on the parties.

16. Default: Sublessee shall be in material default of its obligations under this Sublease upon the occurrence of any of the events set forth in Section 13.1 of the Master Lease, as incorporated herein, or otherwise if Sublessee commits any other act or omission which constitutes an event of default under the Master Lease, which has not been cured after delivery of written notice and passage of the applicable grace period provided in the Master Lease as modified, if at all, by the provisions of this Sublease.

17. Remedies: In the event of any default by Sublessee, Sublessor shall have all remedies provided pursuant to Section 13.2 of the Master Lease, as incorporated herein, and by applicable law, **including damages that include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the lessee proves could be reasonably avoided and the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)**. Sublessor may resort to its remedies cumulatively or in the alternative.

18. Surrender: Prior to expiration of this Sublease, Sublessee shall remove all of its trade fixtures and shall surrender the Subleased Premises to Sublessor in the condition required under the Master Lease; provided, that, Sublessee shall not be required to remove any alterations that exist in the Subleased Premises as of the date of this Sublease (subject to Paragraph 11(C) above). If the Subleased Premises are not so surrendered, then Sublessee shall be liable to Sublessor for all costs incurred by Sublessor in returning the Subleased Premises to the required condition, plus interest thereon at the Interest Rate. Sublessor represents and warrants to Sublessee that Sublessor has not received from Master Lessor any written notice pursuant to Section 7.4(b) of the Master Lease requiring removal of any alterations installed by Sublessor in the Subleased Premises.

19. Broker: Sublessor and Sublessee each represent to the other that they have dealt with no real estate brokers, finders, agents or salesmen other than Savills Studley, representing Sublessor and Sublessee, in connection with this transaction. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees or other compensation made by any other agent, broker, salesman or finder as a consequence of such party's actions or dealings with such agent, broker, salesman, or finder.

20. Notices: Unless at least five (5) days' prior written notice is given in the manner set forth in this paragraph, the address of each party for all purposes connected with this Sublease shall be that address set forth below its signature at the end of this Sublease. All notices, demands or communications in connection with this Sublease shall be (a) personally delivered; or (b) properly addressed and (i) submitted to an overnight courier service, charges prepaid, or (ii) deposited in the mail (certified, return receipt requested, and postage prepaid). Notices shall be deemed delivered upon receipt, if personally delivered, one (1) business day after being submitted to an overnight courier service and three (3) business days after mailing, if mailed as set forth above. All notices given to Master Lessor under the Master Lease shall be considered received only when delivered in accordance with the Master Lease.

21. Miscellaneous: For purposes of Section 1938 of the California Civil Code, Sublessor hereby discloses to Sublessee, and Sublessee hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialists (CASp). As required by Section 1938(e) of the California Civil Code, Sublessee hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Sublessor and Sublessee hereby agree that Sublessee, at its sole cost and expense, shall be responsible for making any improvements or repairs within the Subleased Premises to correct violations of construction-related accessibility standards that may be disclosed by any CASp inspection obtained by Sublessee. Capitalized terms used but not defined in this Sublease shall have the meanings ascribed to such terms in the Master Lease.

22. Other Sublease Terms:

A. Incorporation by Reference. Except as set forth below, the terms and conditions of this Sublease shall include all of the terms of the Master Lease and such terms are incorporated into this Sublease as if fully set forth herein, except that: (i) each reference in such incorporated sections to "Lease" shall be deemed a reference to "Sublease"; (ii) each reference to the "Premises" shall be deemed a reference to the "Subleased Premises"; (iii) each reference to "Lessor" and "Lessee" shall be deemed a reference to "Sublessor" and "Sublessee", respectively, except as otherwise expressly set forth herein; (iv) with respect to work, services, repairs, restoration, insurance, indemnities, representations, warranties or the performance of any other obligation of Master Lessor under the Master Lease, the sole obligation of Sublessor shall be to request the same in writing from Master Lessor as and when requested to do so by Sublessee, and to use Sublessor's reasonable efforts (without requiring Sublessor to spend more than a nominal sum) to obtain Master Lessor's performance; (v) with respect to any obligation of

Sublessee to be performed under this Sublease, wherever the Master Lease grants to Sublessor a specified number of days to perform its obligations under the Master Lease, except as otherwise provided herein, Sublessee shall have three (3) fewer days to perform the obligation, including, without limitation, curing any defaults; (vi) with respect to any approval required to be obtained from the "Lessor" under the Master Lease, such consent must be obtained from both Master Lessor and Sublessor, and the approval of Sublessor may be withheld if Master Lessor's consent is not obtained; (vii) in any case where the "Lessor" reserves or is granted the right to manage, supervise, control, repair, alter, regulate the use of, enter or use the Premises or any areas beneath, above or adjacent thereto, perform any actions or cure any failures, such reservation or right shall be deemed to be for the benefit of both Master Lessor and Sublessor; (viii) in any case where "Lessee" is to indemnify, release or waive claims against "Lessor", such indemnity, release or waiver shall be deemed to cover, and run from Sublessee to, both Master Lessor and Sublessor; (ix) in any case where "Lessee" is to execute and deliver certain documents or notices to "Lessor", such obligation shall be deemed to run from Sublessee to both Master Lessor and Sublessor; (x) all payments shall be made to Sublessor; (xi) Sublessee shall pay all consent and review fees set forth in the Master Lease to each of Master Lessor and Sublessor (provided, however, that notwithstanding the foregoing, Sublessor shall be solely responsible for the payment of any transfer or review fee imposed by Master Lessor in connection with this Sublease); (xii) Sublessee shall not have the right to terminate this Sublease due to casualty or condemnation unless Sublessor has such right under the Master Lease (and Sublessee shall be entitled to exercise any right it may have, by virtue of incorporation of the provisions of the Master Lease into this Sublease, to terminate this Sublease in the event of a casualty or condemnation without first obtaining the consent or approval of Sublessor, but upon at least ten (10) days prior written notice to Sublessor); and (xiii) fifty percent (50%) of all "Profits" (as defined in Paragraph 63 of the Master Lease) under subleases and assignments shall be paid to Sublessor.

Notwithstanding the foregoing, the following provisions of the Master Lease shall not be incorporated herein: Sections 1.1, 1.3, 1.4, 1.5,1.6, 1.9, 2.2, 2.3 (first paragraph only), 3.1, 3.2, 3.3, 5, 6.2(e), 15, 20, 23, 49, 51, 53, 54 (the last two sentences only), 55, 56, 57 (except the last sentence thereof), 58(a) (third sentence only), 65 and Exhibit 57. In addition, notwithstanding subpart (iii) above, references in the following provisions to "Lessor" shall mean Master Lessor only: Sections 1.8, 2.3(b), 6.2(g), 7.1(d), 8.1 (the first sentence), 8.2(b), 9.2, 9.3, 9.5, 9.6(b), 10.1, 14 (last sentence only), 17, 30, 42, 64, 66.

B. Assumption of Obligations. This Sublease is and at all times shall be subject and subordinate to the Master Lease and the rights of Master Lessor thereunder. Sublessee hereby expressly assumes and agrees: (i) to comply with all provisions of the Master Lease which are incorporated hereunder; and (ii) to perform all the obligations on the part of the "Lessee" to be performed under the terms of the Master Lease during the Term of this Sublease which are incorporated hereunder; provided, however, that Sublessee shall not assume any obligation of Sublessor under the Master Lease arising prior to the Commencement Date of this Sublease. In the event the Master Lease is terminated for any reason whatsoever, this Sublease shall terminate simultaneously with such termination. In the event of a conflict between the provisions of this Sublease and the Master Lease, as between Sublessor and Sublessee, the provisions of this Sublease shall control. In the event of a conflict between the express provisions of this Sublease and the provisions of the Master Lease, as incorporated herein, the express provisions of this Sublease shall prevail.

23. Condition Precedent: This Sublease and Sublessor's and Sublessee's obligations hereunder are conditioned upon the written consent of Master Lessor. If Sublessor fails to obtain Master Lessor's consent within thirty (30) days after execution of this Sublease by Sublessor, then Sublessor or Sublessee may terminate this Sublease by giving the other party written notice thereof prior to the date Sublessor delivers the Subleased Premises to Sublessee, and Sublessor shall return to Sublessee its payment of the first month's Rent paid by Sublessee pursuant to Paragraph 4 hereof and the Security Deposit or Letter of Credit, as applicable.

24. Termination: Notwithstanding anything to the contrary herein, Sublessee acknowledges that, under the Master Lease, both Master Lessor and Sublessor have certain termination and recapture rights, including, without limitation, in Sections 6.2(g), 9, 13 and 14. Nothing herein shall prohibit Master Lessor or Sublessor from exercising any such rights and neither Master Lessor nor Sublessor shall have any liability to Sublessee as a result thereof. In the event Master Lessor or Sublessor exercise any such termination or recapture rights, this Sublease shall terminate without any liability to Master Lessor or Sublessor. Notwithstanding the foregoing, Sublessor agrees that, so long as Sublessee is not in default beyond applicable notice and cure periods, Sublessor shall not exercise its termination right under Section 51 of the Master Lease.

25. Inducement Recapture: Any agreement for free or abated rent or other charges, or for the giving or paying by Sublessor to or for Sublessee of any cash or other bonus, inducement or consideration for Sublessee's entering into this Sublease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Sublessee's full and faithful performance of all of the terms, covenants and conditions of this Sublease. Upon a default by Sublessee beyond applicable notice and cure periods, any such Inducement Provision shall automatically be deemed deleted from this Sublease, and, if Sublessor terminates this Sublease as a consequence of such default, Sublessor may include in its claims for termination damages the unamortized portion of all Base Rent, payment of which has previously been waived under Paragraph 4.A.

26. Furniture, Fixtures and Equipment: Sublessee shall have the right to use during the Term the office furnishings within the Subleased Premises which are identified on Exhibit B attached hereto (the "Furniture") at no additional cost to Sublessee. The Furniture is provided in its "AS IS, WHERE IS" condition, without representation or warranty whatsoever; except that Sublessor represents to Sublessee that Sublessor owns the Furniture free and clear of any third party claims or liens. Sublessee shall insure the Furniture under the property insurance policy required under the Master Lease, as incorporated herein, and pay all taxes with respect to the Furniture. Sublessee shall maintain the Furniture in good condition and repair, reasonable wear and tear excepted, and shall be responsible for any loss or damage to the same occurring during the Term. Sublessee shall surrender the Furniture to Sublessor upon the termination of this Sublease in the same condition as exists as of the Commencement Date, reasonable wear and tear excepted. Sublessee shall not remove any of the Furniture from the Subleased Premises. Notwithstanding the foregoing, provided (i) Sublessee has not defaulted under this Sublease beyond any applicable notice and cure periods and no event has occurred that with the passing of

time or the giving of notice, would constitute a default by Sublessee under this Sublease and (ii) this Sublease has not terminated prior to the Expiration Date, which conditions may be waived by Sublessor in its sole discretion, then upon the termination of this Sublease, the Furniture shall become the property of Sublessee, and Sublessee shall accept the same in its "AS IS, WHERE IS" condition, without representation or warranty whatsoever, except as set forth above in this Paragraph 26.

27. Authorization to Direct Sublease Payments: Sublessee shall have the right to pay all rent and other sums owing by Sublessee to Sublessor hereunder for those items which also are owed by Sublessor to Master Lessor under the Master Lease directly to Master Lessor, provided Sublessee reasonably believes that Sublessor has failed to make any payment required to be made by Sublessor to Master Lessor under the Master Lease and Sublessor fails to provide adequate proof of payment within three (3) business days after Sublessee's written demand requesting such proof. Sublessee shall provide to Sublessor concurrently with any payment to Master Lessor reasonable evidence of such payment. Any sums paid directly by Sublessee to Master Lessor in accordance with this paragraph shall be credited toward the amounts payable by Sublessee to Sublessor under this Sublease. In the event Sublessee tenders payment directly to Master Lessor in accordance with this paragraph and Master Lessor refuses to accept such payment, Sublessee shall have the right to deposit such funds in an account with a national bank for the benefit of Master Lessor and Sublessor, and the deposit of said funds in such account shall discharge Sublessee's obligation under this Sublease to make the payment in question.

28. Sublessor Representations and Covenants. Sublessor represents, warrants and covenants as follows:

A. Sublessor is the holder of the entire interest of the "Lessee" under the Master Lease;

B. the copy of the Master Lease attached hereto as Exhibit A is true, accurate and complete, and has not been modified, amended or terminated and is in full force and effect;

C. To Sublessor's current, actual knowledge, Sublessor is not in default under the Master Lease, nor has Sublessor done or failed to do anything which with notice, the passage of time or both could ripen into a default;

D. To Sublessor's current, actual knowledge, Master Lessor is not in default under the Master Lease, nor has Master Lessor done or failed to do anything which with notice, the passage of time or both could ripen into a default under the Master Lease;

E. Provided that Sublessee is not in default of this Sublease beyond applicable notice and cure periods, Sublessor will not enter into any amendment or modification of the Master Lease which could adversely affect Sublessee's rights under this Sublease or its use and occupancy of the Subleased Premises;

F. Provided that Sublessee is not in default of this Sublease beyond applicable notice and cure periods, Sublessor will not enter into any agreement terminating the Master Lease without Sublessee's prior written consent; and

G. Sublessor agrees to promptly deliver to Sublessee a copy of any written notice of default under the Master Lease that Sublessor delivers to Master Lessor or receives from Master Lessor.

29. Limitation on Sublessor's Liability. The obligations of Sublessor under this Sublease shall not constitute personal obligations of Sublessor or its partners, members, directors, officers or shareholders, and Sublessee and shall not seek recourse against Sublessor's partners, members, directors, officers or shareholders, or any of their personal assets, for the satisfaction of any liability of Sublessor with respect to this Sublease.

30. Parking. Sublessee shall have the right to utilize all of the parking spaces available to Sublessor with respect to the Building pursuant to Section 54 of the Master Lease. In addition, Sublessee shall have the right to utilize the existing ChargePoint charging stations installed in the parking area serving the Building at Sublessee's sole cost and expense; provided, that Sublessee shall repair and maintain such charging stations at its sole cost and expense and enter into a maintenance, service and subscription agreement with ChargePoint for the duration of the Sublease Term.

31. Signage. During the Sublease Term, Sublessee shall have all of the rights and obligations of Sublessor with respect to signage pursuant to Section 52 of the Master Lease, as incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above written.

SUBLESSOR:

GIGAMON INC.,
a Delaware corporation

By: /s/Rick Jacquet

Name: Rick Jacquet

Its: CPO

Address:

3300 Olcott Street
Santa Clara, CA 95054
Attn: General Counsel

SUBLESSEE:

COUCHBASES, INC.,
a Delaware corporation

By: /s/Greg Henry

Name: Greg Henry

Its: CFO

Address:

Before November 1, 2018:
2440 W. El Camino Real
Mountain View, CA 94040
Attn: General Counsel

From & after November 1, 2018:
3250 Olcott Street
Santa Clara, CA 95054
Attn: General Counsel

EXHIBIT A

MASTER LEASE

[See attached]

EXHIBIT "57"

LESSOR'S WORK

[Follows this Cover Page]

[Exhibit "57" to Addendum to Lease with Gigamon, Inc.]

EXHIBIT C

DESCRIPTION OF SUBLESSEE'S INITIAL ALTERATIONS

AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this "Agreement") dated as of January 29, 2021 (the "**Effective Date**"), between **SILICON VALLEY BANK**, a California corporation ("**Bank**"), and **COUCHBASE, INC.**, a Delaware corporation ("**Borrower**"), provides the terms on which Bank shall lend to Borrower and Borrower shall repay Bank.

A. Bank and Borrower have previously entered into that certain Loan and Security Agreement dated as of November 6, 2017 by and between Borrower and Bank (as amended, the "**Prior Agreement**").

B. Borrower and Bank have agreed to amend and restate, and replace, the Prior Agreement in its entirety. Bank and Borrower hereby agree that the Prior Agreement is amended and restated in its entirety as follows:

1 ACCOUNTING AND OTHER TERMS

Accounting terms not defined in this Agreement shall be construed following GAAP. Calculations and determinations must be made following GAAP, except with respect to unaudited financial statements (a) non-compliance with FAS 123R, and (b) for the absence of footnotes and subject to year-end audit adjustments, provided that if at any time any change in GAAP would affect the computation of any covenant requirement set forth in any of the Loan Documents, and either Borrower or Bank shall so request, Borrower and Bank shall negotiate in good faith to amend such ratio or covenant requirement to preserve the original intent thereof in light of such change in GAAP; provided, further, that, until so amended, such covenant requirement shall continue to be computed in accordance with GAAP prior to such change therein; provided, that any obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "**ASU**") shall continue to be accounted for as operating leases for purposes of all financial definitions, calculations and covenants for purpose of this Agreement (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as capitalized lease obligations in accordance with GAAP. Notwithstanding the foregoing, all financial covenant and other financial calculations shall be computed with respect to Borrower only, and not on a consolidated basis. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 13. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein.

2 LOAN AND TERMS OF PAYMENT

2.1 Promise to Pay. Borrower hereby unconditionally promises to pay Bank the outstanding principal amount of all Credit Extensions and accrued and unpaid interest thereon as and when due in accordance with this Agreement.

2.2 Revolving Line.

(a) Availability. Subject to the terms and conditions of this Agreement and to deduction of Reserves, Bank shall make Advances not exceeding the Availability Amount. Amounts borrowed under the Revolving Line may be repaid and, prior to the Revolving Line Maturity Date, reborrowed, subject to the applicable terms and conditions precedent herein.

(b) Termination; Repayment. The Revolving Line terminates on the Revolving Line Maturity Date, when the outstanding principal amount of all Advances, the accrued and unpaid interest thereon, and all other Obligations relating to the Revolving Line shall be immediately due and payable.

2.3 Overadvances. If, at any time, the outstanding principal amount of any Advances exceeds the lesser of either the Revolving Line or the Borrowing Base, Borrower shall immediately pay to Bank in cash the amount of such excess (such excess, the "**Overadvance**"). Without limiting Borrower's obligation to repay Bank any Overadvance, Borrower agrees to pay Bank interest on the outstanding amount of any Overadvance, on demand, at a per annum rate equal to the rate that is otherwise applicable to Advances plus five percent (5.0%).

2.4 Payment of Interest on the Credit Extensions.

(a) Interest Rate. Subject to Section 2.4(b), the principal amount outstanding under the Revolving Line shall accrue interest at a floating per annum rate equal to the greater of (i) one-half of one percent (0.50%) above the Prime Rate, and (ii) three and three-quarters of one percent (3.75%), which interest, in each case, shall be payable monthly in accordance with Section 2.4(d) below.

(b) Default Rate. Upon the occurrence and during the continuance of an Event of Default, at Bank's election, Obligations shall bear interest at a rate per annum which is five percent (5.0%) above the rate that is otherwise applicable thereto (the "**Default Rate**"). Fees and expenses which are required to be paid by Borrower pursuant to the Loan Documents (including, without limitation, Bank Expenses) but are not paid when due shall bear interest until paid at a rate equal to the highest rate applicable to the Obligations. Payment or acceptance of the increased interest rate provided in this Section 2.4(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Bank.

(c) Adjustment to Interest Rate. Changes to the interest rate of any Credit Extension based on changes to the Prime Rate shall be effective on the effective date of any change to the Prime Rate and to the extent of any such change.

(d) Payment; Interest Computation. Interest is payable monthly on the Payment Date of each month and shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed. In computing interest, (i) all payments received after 12:00 p.m. Pacific time on any day shall be deemed received at the opening of business on the next Business Day, and (ii) the date of the making of any Credit Extension shall be included and the date of payment shall be excluded; provided, however, that if any Credit Extension is repaid on the same day on which it is made, such day shall be included in computing interest on such Credit Extension.

2.5 Fees. Borrower shall pay to Bank:

(a) Revolving Line Commitment Fee. A fully earned, non-refundable commitment fee of Sixty Thousand Dollars ($60,000.00), on the Effective Date;

(b) Unused Revolving Line Facility Fee. Payable quarterly in arrears on the last day of each calendar quarter occurring thereafter prior to the Revolving Line Maturity Date, and on the Revolving Line Maturity Date, a fee (the "**Unused Revolving Line Facility Fee**") in an amount equal to one-quarter of one percent (0.25%) per annum of the average unused portion of the Revolving Line, as determined by Bank, computed on the basis of a year with the applicable number of days as set forth in Section 2.4(d). The unused portion of the Revolving Line, for purposes of this calculation, shall be calculated on a calendar year basis and shall equal the difference between (i) the Revolving Line, and (ii) the average for the period of the daily closing balance of the Revolving Line outstanding;

(c) Termination Fee. Upon termination of this Agreement or the termination of the Revolving Line for any reason prior to the Revolving Line Maturity Date, in addition to the payment of any other amounts then-owing, a termination fee (the "**Termination Fee**") in an amount equal to (i) one percent (1.0%) of the Revolving Line if such termination occurs prior to the first anniversary of the Effective Date, or (ii) one-half of one percent (0.50%) of the Revolving Line if such termination occurs on or at any time after the first anniversary of the Effective Date provided that no termination fee shall be charged if the credit facility hereunder is replaced with a new facility from Bank;

(d) Bank Expenses. All Bank Expenses (including reasonable and documented attorneys' fees and expenses for documentation and negotiation of this Agreement) incurred through and after the Effective Date, when due (or, if no stated due date, upon demand by Bank).

(e) Fees Fully Earned. Unless otherwise provided in this Agreement or in a separate writing by Bank, Borrower shall not be entitled to any credit, rebate, or repayment of any fees earned by Bank pursuant to this Agreement notwithstanding any termination of this Agreement or the suspension or termination of Bank's obligation to make loans and advances hereunder. Bank may deduct amounts owing by Borrower under the clauses of this Section 2.5 pursuant to the terms of Section 2.6(c). Bank shall provide Borrower written notice of deductions made from the Designated Deposit Account pursuant to the terms of the clauses of this Section 2.5.

2.6 Payments; Application of Payments; Debit of Accounts.

(a) All payments to be made by Borrower under any Loan Document shall be made in immediately available funds in Dollars, without setoff or counterclaim, before 12:00 p.m. Pacific time on the date when due. Payments of principal and/or interest received after 12:00 p.m. Pacific time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid.

(b) Prior to the existence of an Event of Default, payments shall be applied as directed by Borrower. Upon the occurrence and during the continuance of an Event of Default, Bank has the exclusive right to determine the order and manner in which all payments with respect to the Obligations may be applied and Borrower shall have no right to specify the order or the accounts to which Bank shall allocate or apply any payments required to be made by Borrower to Bank or otherwise received by Bank under this Agreement when any such allocation or application is not specified elsewhere in this Agreement.

(c) Only after first attempting to debit the Designated Deposit Account, Bank may debit any of Borrower's deposit accounts, for principal and interest payments or any other amounts Borrower owes Bank when due. These debits shall not constitute a set-off.

2.7 Withholding. Payments received by Bank from Borrower under this Agreement will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority (including any interest, additions to tax or penalties applicable thereto). Specifically, however, if at any time any Governmental Authority, applicable law, regulation or international agreement requires Borrower to make any withholding or deduction from any such payment or other sum payable hereunder to Bank, Borrower hereby covenants and agrees that the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, Bank receives a net sum equal to the sum which it would have received had no withholding or deduction been required, and Borrower shall pay the full amount withheld or deducted to the relevant Governmental Authority. Borrower will, upon request, furnish Bank with proof reasonably satisfactory to Bank indicating that Borrower has made such withholding payment; provided, however, that Borrower need not make any withholding payment if the amount or validity of such withholding payment is contested in good faith by appropriate and timely proceedings and as to which payment in full is bonded or reserved against by Borrower. The agreements and obligations of Borrower contained in this Section 2.7 shall survive the termination of this Agreement.

3 CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Credit Extension. Bank's obligation to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, such documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate, including, without limitation:

(a) duly executed signatures to the Loan Documents;

(b) duly executed signatures to the Control Agreements, if any;

(c) (i) the Certificate of Incorporation and long-form good standing certificates of Borrower certified by the Secretary of State (or equivalent agency) of Borrower's jurisdiction of organization or formation and each jurisdiction in which Borrower is qualified to conduct business and the failure of so qualified in such jurisdiction would reasonably result in a Material Adverse Change, each as of a date no earlier than thirty (30) days prior to the Effective Date, and (ii) the Bylaws;

(d) a duly executed secretary's corporate borrowing certificate of Borrower with respect to Borrower's Operating Documents, incumbency, and resolutions authorizing the execution and delivery of this Agreement and the other Loan Documents;

(e) duly executed signatures to the completed Borrowing Resolutions for Borrower;

(f) certified copies, dated as of a recent date, of financing statement searches, as Bank may request, accompanied by written evidence (including any UCC termination statements) that the Liens indicated in any such financing statements either constitute Permitted Liens or have been or, in connection with the initial Credit Extension, will be terminated or released, including a receipt of a payoff letter in form and substance reasonably satisfactory to Bank from Hercules Capital, Inc.;

(g) the Perfection Certificate of Borrower, together with the duly executed signature thereto;

(h) evidence satisfactory to Bank that the insurance policies and endorsements required by Section 6.7 hereof are in full force and effect, together with appropriate evidence showing lender loss payable and/or additional insured clauses or endorsements in favor of Bank;

(i) with respect to the initial Advance, a completed Borrowing Base Statement (and any schedules related thereto and including any other information requested by Bank with respect to Borrower's Accounts); and

(j) payment of the fees and Bank Expenses then due as specified in Section 2.5 hereof.

3.2 Conditions Precedent to all Credit Extensions. Bank's obligations to make each Credit Extension, including the initial Credit Extension, is subject to the following conditions precedent:

(a) timely receipt of the Credit Extension request and any materials and documents required by Section 3.4;

(b) the representations and warranties in this Agreement shall be true, accurate, and complete in all material respects on the date of the proposed Credit Extension and on the Funding Date of each Credit Extension; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from the Credit Extension. Each Credit Extension is Borrower's representation and warranty on that date that the representations and warranties in this Agreement remain true, accurate, and complete in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and

(c) Bank determines to its reasonable satisfaction that there has not been a Material Adverse Change.

3.3 Covenant to Deliver. Borrower agrees to deliver to Bank each item required to be delivered to Bank under this Agreement as a condition precedent to any Credit Extension. Borrower expressly agrees that a Credit Extension made prior to the receipt by Bank of any such item shall not constitute a waiver by Bank of Borrower's obligation to deliver such item, and the making of any Credit Extension in the absence of a required item shall be in Bank's sole discretion.

3.4 Procedures for Borrowing. Subject to the prior satisfaction of all other applicable conditions to the making of an Advance set forth in this Agreement, to obtain an Advance, Borrower (via an individual duly authorized by an Administrator) shall notify Bank (which notice shall be irrevocable) by electronic mail by 12:00 p.m. Pacific time on the Funding Date of the Advance. Such notice shall be made by Borrower through Bank's online banking program, provided, however, if Borrower is not utilizing Bank's online banking program, then such notice shall be in a written format acceptable to Bank that is executed by an Authorized Signer. Bank shall have received satisfactory evidence that the Board has approved that such Authorized Signer may provide such notices and request Advances. In connection with any such notification, Borrower must promptly deliver to Bank by electronic mail or through Bank's online banking program such reports and information, including without limitation, sales journals, cash receipts journals, accounts receivable aging reports, as Bank may request in its sole discretion. Bank shall credit proceeds of an Advance to the Designated Deposit Account. Bank may make Advances under this Agreement based on instructions from an Authorized Signer or without instructions if the Advances are necessary to meet Obligations which have become due.

4 CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest. Borrower hereby grants Bank, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Bank, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

Borrower acknowledges that it previously has entered, and/or may in the future enter, into Bank Services Agreements with Bank. Regardless of the terms of any Bank Services Agreement, Borrower agrees that any amounts Borrower owes Bank thereunder shall be deemed to be Obligations hereunder and that it is the intent of Borrower and Bank to have all such Obligations secured by the first priority perfected security interest in the Collateral granted herein (subject only to Permitted Liens that are permitted pursuant to the terms of this Agreement to have superior priority to Bank's Lien in this Agreement).

If this Agreement is terminated, Bank's Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as Bank's obligation to make Credit Extensions has terminated, Bank shall, at the sole cost and expense of Borrower, release its Liens in the Collateral and all rights therein shall revert to Borrower. In the event (x) all Obligations (other than inchoate indemnity obligations), except for Bank Services, are satisfied in full, and (y) this Agreement is terminated, Bank shall terminate the security interest granted herein upon Borrower providing cash collateral acceptable to Bank in its good faith business judgment for Bank Services, if any. In the event such Bank Services consist of outstanding Letters of Credit, Borrower shall provide to Bank cash collateral in an amount equal to (x) if such Letters of Credit are denominated in Dollars, then at least one hundred five percent (105.0%); and (y) if such Letters of Credit are denominated in a Foreign Currency, then at least one hundred ten percent (110.0%), of the Dollar Equivalent of the face amount of all such Letters of Credit plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its business judgment), to secure all of the Obligations relating to such Letters of Credit.

4.2 Priority of Security Interest. Borrower represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens). If Borrower shall acquire a commercial tort claim valued in excess of Two Hundred Fifty Thousand Dollars ($250,000), individually or in the aggregate, Borrower shall promptly notify Bank in a writing signed by Borrower of the general details thereof and grant to Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Bank.

4.3 Authorization to File Financing Statements. Borrower hereby authorizes Bank to file financing statements, without notice to Borrower, with all appropriate jurisdictions to perfect or protect Bank's interest or rights hereunder, including a notice that any disposition of the Collateral, by either Borrower or any other Person, shall be deemed to violate the rights of Bank under the Code. Such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Bank's discretion.

5 REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants as follows:

5.1 Due Organization, Authorization; Power and Authority. Borrower is duly existing and in good standing as a Registered Organization in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a material adverse effect on Borrower's business. In connection with this Agreement, Borrower has delivered to Bank a completed certificate signed by Borrower, entitled "Perfection Certificate" (the "**Perfection Certificate**"). Borrower represents and warrants to Bank that (a) Borrower's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (b) Borrower is an organization of the type and is organized in the jurisdiction set forth in the Perfection Certificate; (c) the Perfection Certificate accurately sets forth Borrower's organizational identification number or accurately states that Borrower has none; (d) the Perfection Certificate accurately sets forth Borrower's place of business, or, if more than one, its chief executive office as well as Borrower's mailing address (if different than its chief executive office); (e) Borrower (and each of its predecessors) has not, in the past five (5) years, changed its jurisdiction of formation, organizational structure or type, or any organizational number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificate pertaining to Borrower and each of its Subsidiaries is accurate and complete in all material respects (it being understood and agreed that Borrower may from time to time update certain information in the Perfection Certificate after the Effective Date to the extent permitted by one or more specific provisions in this Agreement). If Borrower is not now a Registered Organization but later becomes one, Borrower shall promptly notify Bank of such occurrence and provide Bank with Borrower's organizational identification number.

The execution, delivery and performance by Borrower of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of Borrower's organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect), or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of, any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business.

5.2 Collateral. Borrower has good title to, rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder, free and clear of any and all Liens except Permitted Liens. Borrower has no Collateral Accounts at or with any bank or financial institution other than Bank or Bank's Affiliates except for the Collateral Accounts described in the Perfection Certificate delivered to Bank in connection herewith and which Borrower has taken such actions as are necessary to give Bank a perfected security interest therein, pursuant to the terms of Section 6.8(b). The Accounts are bona fide, existing obligations of the Account Debtors.

The Collateral is not in the possession of any third party bailee (such as a warehouse) except as otherwise provided in the Perfection Certificate. None of the components of the Collateral shall be maintained at locations other than as provided in the Perfection Certificate or as permitted pursuant to Section 7.2.

All Inventory is in all material respects of good and marketable quality, free from material defects. Borrower is the sole owner of the Intellectual Property which it owns or purports to own except for (a) non- exclusive licenses granted to its customers in the ordinary course of business and licenses that could not result in a legal transfer of title of the licensed property but that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discreet geographical areas outside of the United States, (b) over-the-counter software that is commercially available to the public, (c) material Intellectual Property licensed to Borrower and noted on the Perfection Certificate and (d) open-source software. Each Patent which it owns or purports to own and which is material to Borrower's business is valid and enforceable, and no part of the Intellectual Property which Borrower owns or purports to own and which is material to Borrower's business has been judged invalid or unenforceable, in whole or in part. To the best of Borrower's knowledge, no claim has been made that any part of the Intellectual Property violates the rights of any third party except to the extent such claim would not reasonably be expected to have a material adverse effect on Borrower's business.

Except as noted on the Perfection Certificate, Borrower is not a party to, nor is it bound by, any Restricted License.

5.3 Customer Accounts. For any customer Account that generates MRR, all statements made and all unpaid balances appearing in all invoices, instruments and other documents evidencing such customer Accounts are and shall be true and correct and all such invoices, instruments and other documents, and all of Borrower's Books are genuine and in all respects what they purport to be. All sales and other transactions underlying or giving rise to each customer Account that generates MRR shall comply in all material respects with all applicable laws and governmental rules and regulations. Borrower has no knowledge of any actual or imminent Insolvency Proceeding of any Account Debtor whose accounts are customer Accounts that generate MRR. To the best of Borrower's knowledge, all Borrower's signatures and endorsements on all documents, instruments, and agreements relating to all customer Accounts are genuine, and all such documents, instruments and agreements are legally enforceable in accordance with their terms. Borrower is the owner of and has the legal right to sell, transfer, assign and encumber each customer Account, and, there are no defenses, offsets, counterclaims or agreements for which the Account Debtor may claim any deduction or discount.

5.4 Litigation. Except as disclosed on the Perfection Certificate or as required to be disclosed pursuant to Section 6.2 (such disclosure shall be deemed to update the applicable provision of the Perfection Certificate), there are no actions or proceedings pending or, to the knowledge of any Responsible Officer, threatened in writing by or against Borrower or any of its Subsidiaries involving more than, individually or in the aggregate, Two Hundred Fifty Thousand Dollars ($250,000).

5.5 Financial Statements; Financial Condition. All consolidated financial statements for Borrower and any of its Subsidiaries delivered to Bank by submission to the Financial Statement Repository or otherwise submitted to Bank fairly present in all material respects Borrower's consolidated financial condition and Borrower's consolidated results of operations. There has not been any material deterioration in Borrower's consolidated financial condition since the date of the most recent financial statements submitted to the Financial Statement Repository or otherwise submitted to Bank.

5.6 Solvency. The fair salable value of Borrower's consolidated assets (including goodwill minus disposition costs) exceeds the fair value of Borrower's liabilities; Borrower is not left with unreasonably small capital after the transactions in this Agreement; and Borrower is able to pay its debts (including trade debts) as they mature.

5.7 Regulatory Compliance. Borrower is not an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended. Borrower is not engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Borrower (a) has complied in all material respects with all Requirements of Law, and (b) has not violated any Requirements of Law the violation of which could reasonably be expected to have a material adverse effect on its business. None of Borrower's or any of its Subsidiaries' properties or assets has been used by Borrower or any Subsidiary or, to the best of Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than legally. Borrower and each of its Subsidiaries have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

5.8 Subsidiaries; Investments. Borrower does not own any stock, partnership, or other ownership interest or other equity securities except for Permitted Investments.

5.9 Tax Returns and Payments; Pension Contributions. Borrower has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except (a) to the extent such taxes are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor, or (b) if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed Two Hundred Fifty Thousand Dollars ($250,000).

To the extent Borrower defers payment of any contested taxes, Borrower shall (i) notify Bank in writing of the commencement of, and any material development in, the proceedings, and (ii) post bonds or take any other steps required to prevent the Governmental Authority levying such contested taxes from obtaining a Lien upon any of the Collateral that is other than a "Permitted Lien." Borrower is unaware of any claims or adjustments proposed for any of Borrower's prior tax years which could result in additional taxes becoming due and payable by Borrower in excess of One Hundred Thousand Dollars (100,000). Borrower has paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and Borrower has not withdrawn from participation in, and has not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

5.10 Use of Proceeds. Borrower shall use the proceeds of the Credit Extensions solely as working capital and to fund its general business requirements and not for personal, family, household or agricultural purposes.

5.11 Full Disclosure. To the best of Borrower's knowledge, no written representation, warranty or other statement of Borrower in any report, certificate or written statement by submission to the Financial Statement Repository or otherwise submitted to Bank, as of the date such representation, warranty, or other statement was made, taken together with all such written reports, written certificates and written statements submitted to the Financial Statement Repository or otherwise submitted to Bank, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the reports, certificates or written statements not misleading (it being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

5.12 Definition of "Knowledge." For purposes of the Loan Documents, whenever a representation or warranty is made to Borrower's knowledge or awareness, to the "best of" Borrower's knowledge, or with a similar qualification, knowledge or awareness means the actual knowledge, after reasonable investigation, of any Responsible Officer.

6 AFFIRMATIVE COVENANTS

Borrower shall do all of the following:

6.1 Government Compliance.

(a) Maintain its and all its Subsidiaries' legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on Borrower's business or operations. Borrower shall comply, and have each Subsidiary comply, in all material respects, with all laws, ordinances and regulations to which it is subject.

(b) Obtain all of the Governmental Approvals necessary for the performance by Borrower of its obligations under the Loan Documents to which it is a party and the grant of a security interest to Bank in all of its property. Upon Bank's reasonable request, Borrower shall promptly provide copies of any such obtained Governmental Approvals to Bank.

6.2 Financial Statements, Reports. Provide Bank with the following by submitting to the Financial Statement Repository or otherwise submitting to Bank:

(a) a Borrowing Base Statement (and any schedules related thereto and including any other information reasonably requested by Bank with respect to Borrower's Accounts) (i) prior to the occurrence of the IPO Event, within thirty (30) days after the end of each month, and (ii) upon the occurrence of the IPO Event and thereafter, within the earlier of (A) forty-five (45) days after the end of each fiscal quarter, or (B) five (5) days after filing with the SEC;

(b) (i) prior to the occurrence of the IPO Event, as soon as available, but no later than thirty (30) days after the last day of each month, a company prepared consolidated balance sheet and income statement covering Borrower's and each of its Subsidiary's operations for such month in a form of presentation reasonably acceptable to Bank (the "**Monthly Financial Statements**"), and (ii) upon the occurrence of the IPO Event and thereafter, as soon as available, but no later than the earlier of (A) forty-five (45) days after the end of each fiscal quarter, or (B) five (5) days after filing with the SEC, a company prepared consolidated balance sheet and income statement covering Borrower's and each of its Subsidiary's operations for such quarter in a form of presentation reasonably acceptable to Bank (the "**Quarterly Financial Statements**");

(c) (i) prior to the occurrence of the IPO Event, within thirty (30) days after the last day of each month and together with the Monthly Financial Statements, and (ii) upon the occurrence of the IPO Event and thereafter, within thirty (30) days after the last day of each fiscal quarter and together with the Quarterly Financial Statements, a completed Compliance Statement, confirming that, as of the end of such month or quarter, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Bank may reasonably request, including, without limitation, a statement that at the end of such month or quarter there were no held checks;

(d) within the earlier of (i) fifteen (15) days after approval by the Board or (ii) sixty (60) days after each fiscal year of Borrower, and contemporaneously with any updates or amendments thereto, (A) annual operating budgets (including income statements, balance sheets and cash flow statements, by quarter) for the then- current fiscal year of Borrower, and (B) annual financial projections for the then-current fiscal year (on a quarterly basis), in each case as approved by the Board, together with any related business forecasts used in the preparation of such annual financial projections;

(e) as soon as available, and in any event (i) prior to the occurrence of the IPO Event, within two hundred seventy (270) days following the end of Borrower's fiscal year, and (ii) upon the occurrence of the IPO Event and thereafter, within one hundred twenty (120) days following the end of Borrower's fiscal year, audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified (other than a qualification with respect to "going concern" or like qualification or exception solely as a result of the final maturity date of any Loan being scheduled to occur within twelve (12) months from the date of such opinion) opinion on the financial statements from an independent certified public accounting firm reasonably acceptable to Bank (the "**Annual Financial Statements**"); provided however, if the Board does not require audited Annual Financial Statements for any fiscal year, then Borrower shall instead deliver CPA reviewed Annual Financial Statements for such fiscal year only;

(f) (i) prior to the occurrence of the IPO Event, within thirty (30) days after the end of each month, and (ii) upon the occurrence of the IPO Event and thereafter, within thirty (30) days after the end of each fiscal quarter, a SaaS metrics report (and any schedules related thereto and including any other information requested by Bank with respect to Borrower's MRR), including, without limitation, total MRR, Annualized Churn Rate;

(g) promptly, from time to time, as reasonably requested by Bank, a copy of all materials provided to the Board at any meeting;

(h) in the event that Borrower becomes subject to the reporting requirements under the Exchange Act within five (5) days of filing, copies of all periodic and other reports, proxy statements and other materials filed by Borrower and/or any Guarantor with the SEC, any Governmental Authority succeeding to any or all of the functions of the SEC or with any national securities exchange, or distributed to its shareholders, as the case may be. Documents required to be delivered pursuant to the terms hereof (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower posts such documents, or provides a link thereto, on Borrower's website on the internet at Borrower's website address; provided, however, Borrower shall promptly notify Bank in writing (which may be by electronic mail) of the posting of any such documents;

(i) within five (5) days of delivery, copies of all statements, reports and notices made available to all of Borrower's security holders (in their capacity as such) or to any holders of Subordinated Debt;

(j) prompt report of any legal actions pending or threatened in writing against Borrower or any of its Subsidiaries that could reasonably be expected to result in damages or costs to Borrower or any of its Subsidiaries of, individually or in the aggregate, Two Hundred Fifty Thousand Dollars ($250,000) or more;

(k) promptly, from time to time, such other information regarding Borrower or compliance with the terms of any Loan Documents as reasonably requested by Bank; and

(l) a written description of any changes to the beneficial ownership information set out in Section 14 of the Perfection Certificate. Borrower understands and acknowledges that Bank relies on such true, accurate and up-to-date beneficial ownership information to meet Bank's regulatory obligations to obtain, verify and record information about the beneficial owners of its legal entity customers.

Any submission by Borrower of a Compliance Statement, Borrowing Base Statement or any other financial statement submitted to the Financial Statement Repository pursuant to this Section 6.2 or otherwise submitted to Bank shall be deemed to be a representation by Borrower that (a) as of the date of such Compliance Statement, Borrowing Base Statement or other financial statement, the information and calculations set forth therein are true, accurate and correct, (b) as of the end of the compliance period set forth in such submission, Borrower is in complete compliance with all required covenants except as noted in such Compliance Statement, Borrowing Base Statement or other financial statement, as applicable; (c) as of the date of such submission, no Events of Default have occurred or are continuing; (d) all representations and warranties other than any representations or warranties that are made as of a specific date in Article 5 remain true and correct in all material respects as of the date of such submission except as noted in such Compliance Statement, Borrowing Base Statement or other financial statement, as applicable; (e) as of the date of such submission, Borrower and each of its Subsidiaries has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9; and (f) as of the date of such submission, no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

6.3 Accounts Receivable.

(a) Schedules and Documents Relating to Accounts. Borrower shall deliver to Bank transaction reports and schedules of collections, as provided in Section 6.2, on Bank's standard forms; provided, however, that Borrower's failure to execute and deliver the same shall not affect or limit Bank's Lien and other rights in all of Borrower's Accounts, nor shall Bank's failure to advance or lend against a specific Account affect or limit Bank's Lien and other rights therein. If requested by Bank, Borrower shall furnish Bank with copies (or, at Bank's request, originals) of all contracts, orders, invoices, and other similar documents, and all shipping instructions, delivery receipts, bills of lading, and other evidence of delivery, for any goods the sale or disposition of which gave rise to such Accounts. In addition, Borrower shall deliver to Bank, on its request, the originals of all instruments, chattel paper, security agreements, guarantees and other documents and property evidencing or securing any Accounts, in the same form as received, with all necessary indorsements, and copies of all credit memos.

(b) Disputes. Borrower shall promptly notify Bank of all disputes or claims of at least Two Hundred Fifty Thousand Dollars ($250,000), individually or in the aggregate, relating to Accounts. Borrower may forgive (completely or partially), compromise, or settle any Account for less than payment in full, or agree to do any of the foregoing so long as (i) Borrower does so in good faith, in a commercially reasonable manner, in the ordinary course of business, in arm's-length transactions, and reports the same to Bank in the regular reports provided to Bank; (ii) no Event of Default has occurred and is continuing; and (iii) after taking into account all such discounts, settlements and forgiveness, the total outstanding Advances will not exceed the lesser of the Revolving Line or the Borrowing Base.

(c) Collection of Accounts. Borrower shall direct Account Debtors to deliver or transmit all proceeds of Accounts into a lockbox account, via electronic deposit capture into such other "blocked account" as specified by Bank (either such account, the "**Cash Collateral Account**"). Whether or not an Event of Default has occurred and is continuing, Borrower shall immediately deliver all payments on and proceeds of Accounts to the Cash Collateral Account. Subject to Bank's right to maintain a reserve pursuant to Section 6.3(d), all amounts received in the Cash Collateral Account shall be transferred on a daily basis to Borrower's operating account with Bank. Borrower hereby authorizes Bank to transfer to the Cash Collateral Account any amounts that Bank reasonably determines are proceeds of the Accounts (provided that Bank is under no obligation to do so and this allowance shall in no event relieve Borrower of its obligations hereunder).

(d) Reserves. Notwithstanding any terms in this Agreement to the contrary, at times when an Event of Default exists, Bank may hold any proceeds of the Accounts and any amounts in the Cash Collateral Account that are not applied to the Obligations (including amounts otherwise required to be transferred to Borrower's operating account with Bank) as a reserve to be applied to any Obligations regardless of whether such Obligations are then due and payable.

(e) Returns. Provided no Event of Default has occurred and is continuing, if any Account Debtor returns any Inventory to Borrower, Borrower shall promptly (i) determine the reason for such return, (ii) issue a credit memorandum to the Account Debtor in the appropriate amount, and (iii) provide a copy of such credit memorandum to Bank, upon request from Bank. In the event any attempted return occurs after the occurrence and during the continuance of any Event of Default, Borrower shall hold the returned Inventory in trust for Bank, and immediately notify Bank of the return of the Inventory.

(f) Verifications; Confirmations; Credit Quality; Notifications. Bank may, from time to time, but in no event more than two (2) times per fiscal year of Borrower if no Event of Default has occurred and is continuing, (i) verify and confirm directly with the respective Account Debtors the validity, amount and other matters relating to the Accounts, either in the name of Borrower or Bank or such other name as Bank may choose, and notify any Account Debtor of Bank's security interest in such Account and/or (ii) conduct a credit check of any Account Debtor to approve any such Account Debtor's credit.

(g) No Liability. Bank shall not be responsible or liable for any shortage or discrepancy in, damage to, or loss or destruction of, any goods, the sale or other disposition of which gives rise to an Account, or for any error, act, omission, or delay of any kind occurring in the settlement, failure to settle, collection or failure to collect any Account, or for settling any Account in good faith for less than the full amount thereof, nor shall Bank be deemed to be responsible for any of Borrower's obligations under any contract or agreement giving rise to an Account. Nothing herein shall, however, relieve Bank from liability for its own gross negligence or willful misconduct.

6.4 Remittance of Proceeds. Except as otherwise provided in Section 6.3(c), deliver, in kind, all proceeds arising from the disposition of any Collateral to Bank in the original form in which received by Borrower not later than the following Business Day after receipt by Borrower, to be applied to the Obligations (a) prior to an Event of Default, pursuant to the terms of Section 6.3(c) hereof, and (b) after the occurrence and during the continuance of an Event of Default, pursuant to the terms of Section 9.4 hereof; provided that, if no Event of Default has occurred and is continuing, Borrower shall not be obligated to remit to Bank the proceeds of the sale of worn out, surplus or obsolete Equipment disposed of by Borrower in good faith in an arm's length transaction for an aggregate purchase price of Two Hundred Fifty Thousand Dollars ($250,000) or less (for all such transactions in any fiscal year). Borrower agrees that it will not commingle proceeds of Collateral with any of Borrower's other funds or property, but will hold such proceeds separate and apart from such other funds and property and in an express trust for Bank. Nothing in this Section 6.4 limits the restrictions on disposition of Collateral set forth elsewhere in this Agreement.

6.5 Taxes; Pensions. Timely file, and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower and each of its Subsidiaries, except for deferred payment of any taxes contested pursuant to the terms of Section 5.9 hereof, and shall deliver to Bank, on demand, appropriate certificates attesting to such payments, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms.

6.6 Access to Collateral; Books and Records. Upon the receipt by Bank from Borrower of a request for Advance, Bank, or its agents, shall have the right to inspect the Collateral and the right to audit and copy Borrower's Books, unless an Event of Default has occurred and is continuing in which case such inspections and audits shall occur as often as Bank shall determine is necessary. The foregoing inspections and audits shall be conducted at Borrower's expense and the charge therefor shall be One Thousand Dollars ($1,000) per person per day (or such higher amount as shall represent Bank's then-current standard charge for the same), plus reasonable out-of-pocket expenses. In the event Borrower and Bank schedule an audit more than ten (10) days in advance, and Borrower cancels or seeks to or reschedules the audit with less than ten (10) days written notice to Bank, then (without limiting any of Bank's rights or remedies) Borrower shall pay Bank a fee of One Thousand Dollars ($1,000) plus any out-of-pocket expenses incurred by Bank to compensate Bank for the anticipated costs and expenses of the cancellation or rescheduling.

6.7 Insurance.

(a) Keep its business and the Collateral insured for risks and in amounts standard for companies in Borrower's industry and location and as Bank may reasonably request. Insurance policies shall be in a form, with financially sound and reputable insurance companies that are not Affiliates of Borrower, and in amounts that are satisfactory to Bank. All property policies shall have a lender's loss payable endorsement showing Bank as lender loss payee. All liability policies shall show, or have endorsements showing, Bank as an additional insured. Bank shall be named as lender loss payee and/or additional insured with respect to any such insurance providing coverage in respect of any Collateral.

(b) Ensure that proceeds payable under any property policy are, at Bank's option, payable to Bank on account of the Obligations. Notwithstanding the foregoing, (a) so long as no Event of Default has occurred and is continuing, Borrower shall have the option of applying the proceeds of any casualty policy up to One Hundred Thousand Dollars ($100,000) with respect to any loss, but not exceeding Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate for all losses under all casualty policies in any one year, toward the replacement or repair of destroyed or damaged property; provided that any such replaced or repaired property (i) shall be of equal or like value as the replaced or repaired Collateral and (ii) shall be deemed Collateral in which Bank has been granted a first priority security interest (subject to Permitted Liens), and (b) after the occurrence and during the continuance of an Event of Default, all proceeds payable under such casualty policy shall, at the option of Bank, be payable to Bank on account of the Obligations.

(c) At Bank's request, Borrower shall deliver certified copies of insurance policies and evidence of all premium payments. Each provider of any such insurance required under this Section 6.7 shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to Bank, that it will give Bank thirty (30) days prior written notice before any such policy or policies shall be materially altered or canceled. If Borrower fails to obtain insurance as required under this Section 6.7 or to pay any amount or furnish any required proof of payment to third persons and Bank, Bank may make all or part of such payment or obtain such insurance policies required in this Section 6.7, and take any action under the policies Bank deems prudent.

6.8 Accounts.

(a) Maintain its and all of its Subsidiaries' primary domestic operating and other deposit accounts, the Cash Collateral Account and primary securities/investment accounts with Bank and Bank's Affiliates. In addition to the foregoing, Borrower shall conduct all of its primary banking with Bank, including, without limitation, letters of credit. Any Guarantor shall maintain all domestic depository, operating and securities/investment accounts with Bank and Bank's Affiliates.

(b) In addition to and without limiting the restrictions in (a), Borrower shall provide Bank five (5) days prior written notice before establishing any Collateral Account at or with any bank or financial institution other than Bank or Bank's Affiliates. For each Collateral Account that Borrower at any time maintains, Borrower shall cause the applicable bank or financial institution (other than Bank) at or with which any Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Bank's Lien in such Collateral Account in accordance with the terms hereunder which Control Agreement may not be terminated without the prior written consent of Bank. The provisions of the previous sentence shall not apply to the Excluded Accounts.

6.9 Adjusted Quick Ratio. Maintain, (i) prior to the occurrence of the IPO Event, to be tested as of the last day of each month, and (ii) upon the occurrence of the IPO Event and thereafter, to be tested as of the last day of each quarter, an Adjusted Quick Ratio of at least 1.15 to 1.0.

6.10 Protection of Intellectual Property Rights.

(a) (i) Protect, defend and maintain the validity and enforceability of its Intellectual Property material to Borrower's business; (ii) promptly advise Bank in writing of material infringements or any other event that could reasonably be expected to materially and adversely affect the value of its Intellectual Property; and (iii) not allow any Intellectual Property material to Borrower's business to be abandoned, forfeited or dedicated to the public without Bank's written consent.

(b) Provide written notice to Bank, concurrently with the required delivery of a Compliance Statement pursuant to Section 6.2, of entering or becoming bound by any Restricted License (other than over-the-counter software that is commercially available to the public). Borrower shall take such commercially reasonable steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Bank to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Bank's rights and remedies under this Agreement and the other Loan Documents.

6.11 Litigation Cooperation. From the date hereof and continuing through the termination of this Agreement, make available to Bank, without expense to Bank, Borrower and its officers, employees and agents and Borrower's books and records, to the extent that Bank may deem them reasonably necessary to prosecute or defend any third-party suit or proceeding instituted by or against Bank with respect to any Collateral or relating to Borrower.

6.12 Online Banking.

(a) Utilize Bank's online banking platform for all matters requested by Bank which shall include, without limitation (and without request by Bank for the following matters), uploading information pertaining to Accounts and Account Debtors, requesting approval for exceptions, requesting Credit Extensions, and uploading financial statements and other reports required to be delivered by this Agreement (including, without limitation, those described in Section 6.2 of this Agreement).

(b) Comply with the terms of Bank's Online Banking Agreement as in effect from time to time and ensure that all persons utilizing Bank's online banking platform are duly authorized to do so by an Administrator. Bank shall be entitled to assume the authenticity, accuracy and completeness of any information, instruction or request for a Credit Extension submitted via Bank's online banking platform and to further assume that any submissions or requests made via Bank's online banking platform have been duly authorized by an Administrator.

6.13 Formation or Acquisition of Subsidiaries. Notwithstanding and without limiting the negative covenants contained in Sections 7.3 and 7.7 hereof, at the time that Borrower or any Guarantor forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Effective Date (including, without limitation, pursuant to a Division), Borrower and such Guarantor shall (a) cause such new Subsidiary (to the extent it is a U.S. Subsidiary) to provide to Bank a joinder to this Agreement to become a co-borrower hereunder or a Guaranty to become a Guarantor hereunder, together with such appropriate financing statements and/or Control Agreements, all in form and substance reasonably satisfactory to Bank (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), (b) provide to Bank appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary, in form and substance reasonably satisfactory to Bank, provided, however, in the event that any such new Subsidiary is a Foreign Subsidiary and the foregoing provisions of this paragraph would reasonably be expected to result in adverse tax consequences for Borrower, Borrower may elect instead to pledge sixty-five percent (65%) of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower in any such Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter; and (c) provide to Bank all other documentation in form and substance satisfactory to Bank, including one or more opinions of counsel satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 6.13 shall be a Loan Document.

6.14 Further Assurances. Execute any further instruments and take further action as Bank reasonably requests to perfect or continue Bank's Lien in the Collateral or to effect the purposes of this Agreement. Upon Bank's reasonable request, deliver to Bank, within five (5) days after the same are sent or received, copies of all correspondence, reports, documents and other filings with any Governmental Authority regarding compliance with or maintenance of Governmental Approvals or Requirements of Law or that could reasonably be expected to have a material effect on any of the Governmental Approvals or otherwise on the operations of Borrower or any of its Subsidiaries.

7 NEGATIVE COVENANTS

Borrower shall not do any of the following without Bank's prior written consent:

7.1 Dispositions. Convey, sell, lease, transfer, assign, or otherwise dispose of (including, without limitation, pursuant to a Division) (collectively, "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, except for Transfers (a) of Inventory in the ordinary course of business; (b) of worn-out, surplus or obsolete Equipment that is, in the reasonable judgment of Borrower, no longer economically practicable to maintain or useful in the ordinary course of business of Borrower; (c) consisting of Permitted Liens and Permitted Investments; (d) consisting of the sale or issuance of any stock of Borrower permitted under Section 7.2 of this Agreement; (e) consisting of Borrower's use or transfer of money or Cash Equivalents in the ordinary course of its business for the payment of ordinary course business expenses in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents; (f) of non-exclusive licenses for the use of the property of Borrower or its Subsidiaries in the ordinary course of business and licenses that could not result in a legal transfer of title of the licensed property but that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discreet geographical areas outside of the United States; (g) of accounts receivable and other claims which arise out of the sale of goods or services to United Parcel Service, Inc., a Delaware corporation ("**UPS**"), and/or its Subsidiaries or Affiliates, to JPMorgan Chase Bank, N.A. ("**JPMorgan**") and/or one (1) or more other investors, pursuant to the terms of a Master Receivables Purchase Acceptance Letter by and between Borrower and JPMorgan or to any other financial institution pursuant to any similar arrangement; or (h) not to exceed Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate in any fiscal year.

7.2 Changes in Business, Management, Control, or Business Locations. (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower and such Subsidiary, as applicable, or reasonably related thereto; (b) liquidate or dissolve; (c) fail to provide notice to Bank of any Key Person departing from or ceasing to be employed by Borrower within five (5) Business Days after such Key Person's departure from Borrower; or (d) consummate any Change in Control.

Borrower shall not, without at least thirty (30) days prior written notice to Bank: (1) add any new offices or business locations, including warehouses (unless such new offices or business locations contain less than Two Hundred Fifty Thousand Dollars ($250,000) in Borrower's assets or property) or deliver any portion of the Collateral (other than movable items of personal property such as laptop computers) valued, individually or in the aggregate, in excess of Two Hundred Fifty Thousand Dollars ($250,000) to a bailee at a location other than to a bailee and at a location already disclosed in the Perfection Certificate, (2) change its jurisdiction of organization, (3) change its organizational type, (4) change its legal name, or (5) change any organizational number (if any) assigned by its jurisdiction of organization. If Borrower intends to deliver any portion of the Collateral (other than movable items of personal property such as laptop computers) valued, individually or in the aggregate, in excess of Two Hundred Fifty Thousand Dollars ($250,000) to a bailee, and Bank and such bailee are not already parties to a bailee agreement governing both the Collateral and the location to which Borrower intends to deliver the Collateral, then Borrower will first receive the written consent of Bank, and such bailee shall execute and deliver a bailee agreement in form and substance reasonably satisfactory to Bank.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person (including, without limitation, by the formation of any Subsidiary or pursuant to a Division), except for Permitted Acquisitions. A Subsidiary may merge or consolidate into another Subsidiary or into Borrower.

7.4 Indebtedness. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

7.5 Encumbrance. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, permit any Collateral not to be subject to the first priority security interest granted herein, or enter into any agreement, document, instrument or other arrangement (except with or in favor of Bank) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower or any Subsidiary from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or any Subsidiary's Intellectual Property in favor of Bank, except as is otherwise permitted in Section 7.1 hereof and the definition of "Permitted Liens" herein.

7.6 Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of Section 6.8(b) hereof.

7.7 Distributions; Investments. (a) Pay any dividends or make any distribution or payment or redeem, retire or purchase any capital stock provided that Borrower may (i) convert any of its convertible securities into other securities pursuant to the terms of such convertible securities or otherwise in exchange thereof, (ii) pay dividends or make distributions solely in common stock; and (iii) repurchase the stock of former employees or consultants pursuant to stock repurchase agreements so long as an Event of Default does not exist at the time of any such repurchase and would not exist after giving effect to any such repurchase, provided that the aggregate amount of all such repurchases does not exceed Two Hundred Fifty Thousand Dollars ($250,000) per fiscal year; or (b) directly or indirectly make any Investment (including, without limitation, by the formation of any Subsidiary) other than Permitted Investments, or permit any of its Subsidiaries to do so.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower, except for (a) transactions that are in the ordinary course of Borrower's business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person, (b) transactions that are not otherwise prohibited by this Section 7, (c) transactions permitted by Section 7.7 hereof, (d) commercially reasonable and customary compensation arrangements with Borrower's employees, officers, directors and managers and commercially reasonable and customary indemnification arrangements with Borrower's directors and managers, in each case, approved by the Board, (e) the incurrence of Subordinated Debt, or (f) sales of equity securities in a bona fide venture financing transactions.

7.9 Subordinated Debt. (a) Make or permit any payment on any Subordinated Debt, except under the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject, or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof, provide for earlier or greater principal, interest, or other payments thereon, or adversely affect the subordination thereof to Obligations owed to Bank.

7.10 Compliance. Become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Credit Extension for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could reasonably be expected to have a material adverse effect on Borrower's business, or permit any of its Subsidiaries to do so; withdraw or permit any Subsidiary to withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

8 EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "**Event of Default**") under this Agreement:

8.1 Payment Default. Borrower fails to (a) make any payment of principal or interest on any Credit Extension when due, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day cure period shall not apply to payments due on the Revolving Line Maturity Date). During the cure period, the failure to make or pay any payment specified under clause (b) hereunder is not an Event of Default (but no Credit Extension will be made during the cure period);

8.2 Covenant Default.

(a) Borrower fails or neglects to perform any obligation in Sections 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.12, 6.13, or 6.14 or violates any covenant in Section 7; or (b) Borrower fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents, and as to any default (other than those specified in this Section 8) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within ten (10) Business Days after the occurrence thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) Business Day period or cannot after diligent attempts by Borrower be cured within such ten (10) Business Day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Credit Extensions shall be made during such cure period). Cure periods provided under this section shall not apply, among other things, to financial covenants or any other covenants set forth in clause (a) above;

8.3 Material Adverse Change. A Material Adverse Change occurs;

8.4 Attachment; Levy; Restraint on Business.

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower or of any entity under the control of Borrower (including a Subsidiary) in excess of Two Hundred Fifty Thousand Dollars ($250,000), or (ii) a notice of lien or levy is filed against any of Borrower's assets by any Governmental Authority, and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); provided, however, no Credit Extensions shall be made during any ten (10) day cure period; or

(b) (i) any material portion of Borrower's assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower from conducting all or any material part of its business, provided, however, that the Event of Default under this Section 8.4(b) shall be cured or waived for purposes of this Agreement upon Bank receiving written evidence that the same under subclauses (i) and (ii) hereof have, within ten (10) days after the occurrence thereof, been discharged or stayed (whether through the posting of a bond or otherwise) and so long as Bank has not declared an Event of Default under any other provision of this Agreement and/or exercised any rights with respect thereto;

8.5 Insolvency. (a) Borrower or any of its Subsidiaries is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent; (b) Borrower or any of its Subsidiaries begins an Insolvency Proceeding; or (c) an Insolvency Proceeding is begun against Borrower or any of its Subsidiaries and is not dismissed or stayed within forty-five (45) days (but no Credit Extensions shall be made while any of the conditions described in clause (a) exist and/or until any Insolvency Proceeding is dismissed);

8.6 Other Agreements. There is, under any agreement to which Borrower or any Guarantor is a party with a third party or parties, (a) any default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount individually or in the aggregate in excess of Two Hundred Fifty Thousand Dollars ($250,000); or (b) any breach or default by Borrower or Guarantor, the result of which could have a material adverse effect on Borrower's or any Guarantor's business;

8.7 Judgments; Penalties. One or more fines, penalties or final judgments, orders or decrees for the payment of money in an amount, individually or in the aggregate, of at least Two Hundred Fifty Thousand Dollars ($250,000) (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against Borrower by any Governmental Authority, and the same are not, within ten (10) days after the entry, assessment or issuance thereof, discharged, satisfied, or paid, or after execution thereof, stayed or bonded pending appeal, or such judgments are not discharged prior to the expiration of any such stay (provided that no Credit Extensions will be made prior to the satisfaction, payment, discharge, stay, or bonding of such fine, penalty, judgment, order or decree);

8.8 Misrepresentations. Borrower or any Person acting for Borrower makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Bank or to induce Bank to enter this Agreement or any Loan Document, and such representation, warranty, or other statement is incorrect in any material respect when made;

8.9 Subordinated Debt. Any document, instrument, or agreement evidencing any Subordinated Debt shall for any reason be revoked or invalidated or otherwise cease to be in full force and effect, any Person shall be in breach thereof or contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations shall for any reason be subordinated or shall not have the priority contemplated by this Agreement or any applicable subordination or intercreditor agreement;

8.10 Guaranty. (a) Any guaranty of any Obligations terminates or ceases for any reason to be in full force and effect; (b) any Guarantor does not perform any obligation or covenant under any guaranty of the Obligations; (c) any circumstance described in Sections 8.3, 8.4, 8.5, 8.6, 8.7, or 8.8 of this Agreement occurs with respect to any Guarantor, (d) the death, liquidation, winding up, or termination of existence of any Guarantor; or (e) (i) a material impairment in the perfection or priority of Bank's Lien in the collateral provided by Guarantor or in the value of such collateral or (ii) a material adverse change in the general affairs, management, results of operation, condition (financial or otherwise) or the prospect of repayment of the Obligations occurs with respect to any Guarantor; or

8.11 Governmental Approvals. Any Governmental Approval shall have been (a) revoked, rescinded, suspended, modified in an adverse manner or not renewed that could reasonably be expected to cause, a Material Adverse Change.

9 BANK'S RIGHTS AND REMEDIES

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Bank may, without notice or demand, do any or all of the following:

(a) declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations are immediately due and payable without any action by Bank);

(b) stop advancing money or extending credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Bank;

(c) demand that Borrower (i) deposit cash with Bank in an amount equal to at least (A) one hundred five percent (105.0%) of the Dollar Equivalent of the aggregate face amount of all Letters of Credit denominated in Dollars remaining undrawn, and (B) one hundred ten percent (110.0%) of the Dollar Equivalent of the aggregate face amount of all Letters of Credit denominated in a Foreign Currency remaining undrawn (plus, in each case, all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment)), to secure all of the Obligations relating to such Letters of Credit, as collateral security for the repayment of any future drawings under such Letters of Credit, and Borrower shall forthwith deposit and pay such amounts, and (ii) pay in advance all letter of credit fees scheduled to be paid or payable over the remaining term of any Letters of Credit;

(d) terminate any FX Contracts;

(e) verify the amount of, demand payment of and performance under, and collect any Accounts and General Intangibles, settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Bank considers advisable, and notify any Person owing Borrower money of Bank's security interest in such funds. Borrower shall collect all payments in trust for Bank and, if requested by Bank, immediately deliver the payments to Bank in the form received from the Account Debtor, with proper endorsements for deposit;

(f) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Borrower shall assemble the Collateral if Bank requests and make it available as Bank designates. Bank may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Bank a license to enter and occupy any of its premises, without charge, to exercise any of Bank's rights or remedies;

(g) apply to the Obligations any (i) balances and deposits of Borrower it holds, or (ii) amount held by Bank owing to or for the credit or the account of Borrower;

(h) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Bank is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower's labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section 9.1, Borrower's rights under all licenses and all franchise agreements inure to Bank's benefit;

(i) place a "hold" on any account maintained with Bank and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral;

(j) demand and receive possession of Borrower's Books; and

(k) exercise all rights and remedies available to Bank under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

9.2 Power of Attorney. Borrower hereby irrevocably appoints Bank as its lawful attorney-in-fact, exercisable following the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrower's name on any checks, payment instruments, or other forms of payment or security; (b) sign Borrower's name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) demand, collect, sue, and give releases to any Account Debtor for monies due, settle and adjust disputes and claims about the Accounts directly with Account Debtors, and compromise, prosecute, or defend any action, claim, case, or proceeding about any Collateral (including filing a claim or voting a claim in any bankruptcy case in Bank's or Borrower's name, as Bank chooses); (d) make, settle, and adjust all claims under Borrower's insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, or other claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Bank or a third party as the Code permits. Borrower hereby appoints Bank as its lawful attorney-in-fact to sign Borrower's name on any documents necessary to perfect or continue the perfection of Bank's security interest in the Collateral regardless of whether an Event of Default has occurred until all Obligations (other than inchoate indemnity obligations) have been satisfied in full and the Loan Documents have been terminated. Bank's foregoing appointment as Borrower's attorney in fact, and all of Bank's rights and powers, coupled with an interest, are irrevocable until all Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and the Loan Documents have been terminated.

9.3 Protective Payments. If Borrower fails to obtain the insurance called for by Section 6.7 or fails to pay any premium thereon or fails to pay any other amount which Borrower is obligated to pay under this Agreement or any other Loan Document or which may be required to preserve the Collateral, Bank may obtain such insurance or make such payment, and all amounts so paid by Bank are Bank Expenses and immediately due and payable, bearing interest at the then highest rate applicable to the Obligations, and secured by the Collateral. Bank will make reasonable efforts to provide Borrower with notice of Bank obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by Bank are deemed an agreement to make similar payments in the future or Bank's waiver of any Event of Default.

9.4 Application of Payments and Proceeds. Bank shall have the right to apply in any order any funds in its possession, whether from Borrower account balances, payments, proceeds realized as the result of any collection of Accounts or other disposition of the Collateral, or otherwise, to the Obligations. Bank shall pay any surplus to Borrower by credit to the Designated Deposit Account or to other Persons legally entitled thereto; Borrower shall remain liable to Bank for any deficiency. If Bank, directly or indirectly, enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Bank shall have the option, exercisable at any time, of either reducing the Obligations by the principal amount of the purchase price or deferring the reduction of the Obligations until the actual receipt by Bank of cash therefor.

9.5 Bank's Liability for Collateral. So long as Bank complies with reasonable banking practices regarding the safekeeping of the Collateral in the possession or under the control of Bank, Bank shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Borrower bears all risk of loss, damage or destruction of the Collateral.

9.6 No Waiver; Remedies Cumulative. Bank's failure, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Bank thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Bank's rights and remedies under this Agreement and the other Loan Documents are cumulative. Bank has all rights and remedies provided under the Code, by law, or in equity. Bank's exercise of one right or remedy is not an election and shall not preclude Bank from exercising any other remedy under this Agreement or other remedy available at law or in equity, and Bank's waiver of any Event of Default is not a continuing waiver. Bank's delay in exercising any remedy is not a waiver, election, or acquiescence.

9.7 Demand Waiver. Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Bank on which Borrower is liable.

10 NOTICES

All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Bank or Borrower may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower:	COUCHBASE, INC. 3250 Olcott Street Santa Clara, CA 95054 Attn: : Legal Department Email: ***
If to Bank:	SILICON VALLEY BANK 2400 Hanover Street Palo Alto, California 94304 4 Attn: Ashlee Kaji Fax:*** Email:***

with a copy to:

Morrison & Foerster LLP
200 Clarendon Street
Boston, Massachusetts 02116
Attn: Gregory M. Bilton, Esquire
Fax: ***
Email: ***

11 CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE

Except as otherwise expressly provided in any of the Loan Documents, California law governs the Loan Documents without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Bank from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Bank. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Borrower at the address set forth in, or subsequently provided by Borrower in accordance with, Section 10 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrower's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure Section 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

This Section 11 shall survive the termination of this Agreement.

12 GENERAL PROVISIONS

12.1 Termination Prior to Maturity Date; Survival. All covenants, representations and warranties made in this Agreement shall continue in full force until this Agreement has terminated pursuant to its terms and all Obligations have been satisfied. So long as Borrower has satisfied the Obligations (other than inchoate indemnity obligations, and any other obligations which, by their terms, are to survive the termination of this Agreement, and any Obligations under Bank Services Agreements that are cash collateralized in accordance with Section 4.1 of this Agreement), this Agreement may be terminated prior to the Revolving Line Maturity Date by Borrower, effective three (3) Business Days after written notice of termination is given to Bank. Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination.

12.2 Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights or obligations under it without Bank's prior written consent (which may be granted or withheld in Bank's discretion). Bank has the right, without the consent of or notice to Borrower, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights, and benefits under this Agreement and the other Loan Documents.

12.3 Indemnification. Borrower agrees to indemnify, defend and hold Bank and its directors, officers, employees, agents, attorneys, or any other Person affiliated with or representing Bank (each, an "**Indemnified Person**") harmless against: (i) all obligations, demands, claims, and liabilities (collectively, "**Claims**") claimed or asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (ii) all losses or expenses (including Bank Expenses) in any way suffered, incurred, or paid by such Indemnified Person as a result of, following from, consequential to, or arising from transactions between Bank and Borrower in connection with the transactions contemplated by the Loan Documents (including reasonable and documented attorneys' fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person's gross negligence or willful misconduct.

This Section 12.3 shall survive until all statutes of limitation with respect to the Claims, losses, and expenses for which indemnity is given shall have run.

12.4 Time of Essence. Time is of the essence for the performance of all Obligations in this Agreement.

12.5 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.6 Correction of Loan Documents. Bank may correct patent errors and fill in any blanks in the Loan Documents consistent with the agreement of the parties so long as Bank provides Borrower with written notice of such correction and allows Borrower at least ten (10) Business Days to object to such correction. In the event of such objection, such correction shall not be made except by an amendment signed by both Bank and Borrower.

12.7 Amendments in Writing; Waiver; Integration. No purported amendment or modification of any Loan Document, or waiver, discharge or termination of any obligation under any Loan Document, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the party against which enforcement or admission is sought. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on any Loan Document. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. The Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of the Loan Documents merge into the Loan Documents.

12.8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

12.9 Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to Bank's Subsidiaries or Affiliates (such Subsidiaries and Affiliates, together with Bank, collectively, "**Bank Entities**") (provided that such Bank Entities are bound by the same confidentiality obligations herein); (b) to prospective transferees or purchasers of any interest in the Credit Extensions (provided, however, Bank shall use its best efforts to obtain any prospective transferee's or purchaser's agreement to the terms of this provision); (c) as required by law, regulation, subpoena, or other order; (d) to Bank's regulators or as otherwise required in connection with Bank's examination or audit; (e) as Bank considers appropriate in exercising remedies under the Loan Documents; and (f) to third-party service providers of Bank so long as such service providers have executed a confidentiality agreement with Bank with terms no less restrictive than those contained herein. Confidential information does not include information that is either: (i) in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain (other than as a result of its disclosure by Bank in violation of this Agreement) after disclosure to Bank; or (ii) disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

Bank Entities may use anonymous forms of confidential information for aggregate datasets, for analyses or reporting, and for any other uses not expressly prohibited in writing by Borrower. The provisions of the immediately preceding sentence shall survive the termination of this Agreement.

12.10 Attorneys' Fees, Costs and Expenses. In any action or proceeding between Borrower and Bank arising out of or relating to the Loan Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

12.11 Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

12.12 Right of Setoff. Borrower hereby grants to Bank a Lien and a right of setoff as security for all Obligations to Bank, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Bank or any entity under the control of Bank (including a subsidiary of Bank) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Bank may setoff the same or any part thereof and apply the same to any liability or Obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE BANK TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

12.13 Captions. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

12.14 Construction of Agreement. The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

12.15 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

12.16 Third Parties. Nothing in this Agreement, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

12.17 Effect of Amendment and Restatement. This Agreement is intended to and does completely amend and restate, without novation, the Prior Agreement, which shall be terminated on the Effective Date of this Agreement. Notwithstanding the foregoing, all security interests granted by Borrower under the Prior Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement. Without limiting the foregoing, any warrant(s) to purchase stock and all other loan documents issued in connection with the Prior Agreement (to the extent not yet exercised, terminated or amended and restated in connection with this Agreement) shall remain in full force and effect.

13 DEFINITIONS

13.1 Definitions. As used in the Loan Documents, the word "shall" is mandatory, the word "may" is permissive, the word "or" is not exclusive, the words "includes" and "including" are not limiting, the singular includes the plural, and numbers denoting amounts that are set off in brackets are negative. As used in this Agreement, the following capitalized terms have the following meanings:

"**Account**" is, as to any Person, any "**account**" of such Person as "account" is defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to such Person.

"**Account Debtor**" is any "**account debtor**" as defined in the Code with such additions to such term as may hereafter be made.

"**Adjusted Quick Ratio**" is the ratio of (a) Quick Assets to (b) (i) Current Liabilities minus (ii) the current portion of Deferred Revenue.

"**Administrator**" is an individual that is named:

(a) as an "Administrator" in the "SVB Online Services" form completed by Borrower with the authority to determine who will be authorized to use SVB Online Services (as defined in Bank's Online Banking Agreement as in effect from time to time) on behalf of Borrower; and

(b) as an Authorized Signer of Borrower in an approval by the Board.

"**Advance**" or "**Advances**" means a revolving credit loan (or revolving credit loans) under the Revolving Line.

"**Affiliate**" is, with respect to any Person, each other Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members. For purposes of the definition of Eligible Accounts, Affiliate shall include a Specified Affiliate.

"**Agreement**" is defined in the preamble hereof.

"**ASU**" is defined in Section 1.

"**Authorized Signer**" is any individual listed in Borrower's Borrowing Resolution who is authorized to execute the Loan Documents, including making (and executing if applicable) any Credit Extension request, on behalf of Borrower.

"**Availability Amount**" is (a) the lesser of (i) the Revolving Line or (ii) MRR multiplied by the Advance Rate minus (b) the outstanding principal balance of any Advances.

The following definitions are utilized in calculating and determining the Availability Amount:

"**Advance Rate**" is the product of the Retention Percentage multiplied by (i) prior to March 31, 2022, five (5), (ii) commencing from March 31, 2022 and continuing through September 29, 2022, four point five (4.5), and (iii) on and after September 30, 2020, four (4). The Advance Rate shall be calculated by Bank based on information provided by Borrower and acceptable to Bank, in its reasonable discretion, on the last day of each calendar month, or such earlier time as Bank may determine necessary, in its sole discretion; provided that Bank may decrease the Advance Rate in its sole discretion, based on events, conditions, contingencies or risks which Bank, in its good faith business judgment, believes may adversely affect the Collateral.

"**Annualized Churn Rate**" is, as of any date of determination, the percentage obtained by dividing decrease in ARR over a trailing twelve (12) month period attributed to Existing Customer Accounts as of twelve (12) month prior, by the ARR attributed to that same set of customers as of twelve (12) month prior.

"**ARR**" is the annualized recurring revenue from all customers that are under an active software subscription contract with Borrower or with which Borrower is negotiating a renewal contract at the end of the period, plus the annualized recurring revenue of any software subscriptions that have been contracted but are yet to be delivered upon contract commencement dates.

"**Eligible Customer Accounts**" means Accounts of Borrower generated from expected receipt of MRR that (i) meet all of Borrower's representations and warranties described in Section 5.3 and (ii) are or may be due and owing from Account Debtors deemed acceptable to Bank in its good faith business judgment; provided that (A) Bank reserves the right at any time and from time to time to exclude and/or remove any Account from the definition of Eligible Customer Accounts, in its good faith business judgment and (B) unless otherwise agreed by Bank, Accounts factored (including supply chain financing related to UPS or its Subsidiaries or Affiliates) shall be netted or deducted from MRR for purposes of calculating Availability Amount.

"**Existing Customer Accounts**" are, on any date of determination, all Eligible Customer Accounts of Borrower generated from expected receipt of MRR which arise in the ordinary course of Borrower's business.

"**MRR**" is the value derived from ARR divided by twelve (12).

"**Retention Percentage**" is, as of any date of determination, one hundred percent (100.0%) minus the Annualized Churn Rate.

"**Bank**" is defined in the preamble hereof.

"**Bank Entities**" is defined in Section 12.9.

"**Bank Expenses**" are all audit fees and expenses, costs, and expenses (including reasonable and documented attorneys' fees and expenses) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred with respect to Borrower or any Guarantor.

"**Bank Services**" are any products, credit services, and/or financial accommodations previously, now, or hereafter provided to Borrower or any of its Subsidiaries by Bank or any Bank Affiliate, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and check cashing services), interest rate swap arrangements, and foreign exchange services as any such products or services may be identified in Bank's various agreements related thereto (each, a "Bank Services Agreement").

"**Bank Services Agreement**" is defined in the definition of Bank Services.

"**Board**" is Borrower's board of directors.

"**Borrower**" is defined in the preamble hereof.

"**Borrower's Books**" are all Borrower's books and records including ledgers, federal and state tax returns, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"**Borrowing Base Statement**" is that certain report of the value of certain Collateral in the form specified by Bank to Borrower from time to time.

"**Borrowing Resolutions**" are, with respect to any Person, those resolutions adopted by such Person's board of directors (and, if required under the terms of such Person's Operating Documents, stockholders) and delivered by such Person to Bank approving the Loan Documents to which such Person is a party and the transactions contemplated thereby, together with a certificate executed by its secretary on behalf of such Person certifying (a) such Person has the authority to execute, deliver, and perform its obligations under each of the Loan Documents to which it is a party, (b) that set forth as a part of or attached as an exhibit to such certificate is a true, correct, and complete copy of the resolutions then in full force and effect authorizing and ratifying the execution, delivery, and performance by such Person of the Loan Documents to which it is a party, (c) the name(s) of the Person(s) authorized to execute the Loan Documents, including making (and executing if applicable) any Credit Extension request, on behalf of such Person, together with a sample of the true signature(s) of such Person(s), and (d) that Bank may conclusively rely on such certificate unless and until such Person shall have delivered to Bank a further certificate canceling or amending such prior certificate.

"**Business Day**" is any day that is not a Saturday, Sunday or a day on which Bank is closed.

"**Cash Collateral Account**" is defined in Section 6.3(c).

"**Cash Equivalents**" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor's Ratings Group or Moody's Investors Service, Inc.; (c) Bank's certificates of deposit issued maturing no more than one (1) year after issue; and (d) money market funds at least ninety-five percent (95.0%) of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (c) of this definition.

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Internal Revenue Code of 1986, as amended.

"**Change in Control**" means (a) at any time, any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of forty-nine percent (49.0%) or more of the ordinary voting power for the election of directors of Borrower (determined on a fully diluted basis) other than by the sale of Borrower's equity securities in a public offering or to venture capital or private equity investors so long as Borrower identifies to Bank the venture capital or private equity investors at least seven (7) Business Days prior to the closing of the transaction and provides to Bank a description of the material terms of the transaction; (b) during any period of twelve (12) consecutive months, a majority of the members of the board of directors or other equivalent governing body of Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent

governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; or (c) at any time, Borrower shall cease to own and control, of record and beneficially, directly or indirectly, one hundred percent (100.0%) of each class of outstanding capital stock of each Subsidiary of Borrower (other than directors' qualifying shares or other similar shares as required by applicable law) free and clear of all Liens (except Liens created by this Agreement).

"**Claims**" is defined in Section 12.3.

"**Code**" is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of California; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of California, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"**Collateral**" is any and all properties, rights and assets of Borrower described on Exhibit A.

"**Collateral Account**" is any Deposit Account, Securities Account or Commodity Account (other than any Excluded Account).

"**Commodity Account**" is any "commodity account" as defined in the Code with such additions to such term as may hereafter be made.

"**Compliance Statement**" is that certain statement in the form attached hereto as Exhibit B.

"**Contingent Obligation**" is, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation, in each case, directly or indirectly guaranteed, endorsed, co made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but "Contingent Obligation" does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

"**Control Agreement**" is any control agreement entered into among the depository institution at which Borrower maintains a Deposit Account or the securities intermediary or commodity intermediary at which Borrower maintains a Securities Account or a Commodity Account, Borrower, and Bank pursuant to which Bank obtains control (within the meaning of the Code) over such Deposit Account, Securities Account, or Commodity Account.

"**Copyrights**" are any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"**Credit Extension**" is any Advance, any Overadvance, Letter of Credit, FX Contract or any other extension of credit by Bank for Borrower's benefit.

"**Current Liabilities**" are (a) all obligations and liabilities of Borrower to Bank, plus, (b) without duplication of (a), the aggregate amount of Borrower's Total Liabilities that mature within one (1) year.

"**Default Rate**" is defined in Section 2.4(b).

"**Deferred Revenue**" is all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue.

"**Deposit Account**" is any "**deposit account**" as defined in the Code with such additions to such term as may hereafter be made.

"**Designated Deposit Account**" is the account number ending *** maintained by Borrower with Bank.

"**Division**" means, in reference to any Person which is an entity, the division of such Person into two (2) or more separate Persons, with the dividing Person either continuing or terminating its existence as part of such division, including, without limitation, as contemplated under Section 18-217 of the Delaware Limited Liability Company Act for limited liability companies formed under Delaware law, or any analogous action taken pursuant to any other applicable law with respect to any corporation, limited liability company, partnership or other entity.

"**Dollars**," "**dollars**" or use of the sign "$" means only lawful money of the United States and not any other currency, regardless of whether that currency uses the "$" sign to denote its currency or may be readily converted into lawful money of the United States.

"**Dollar Equivalent**" is, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in a Foreign Currency, the equivalent amount therefor in Dollars as determined by Bank at such time on the basis of the then-prevailing rate of exchange in San Francisco, California, for sales of the Foreign Currency for transfer to the country issuing such Foreign Currency.

"**Effective Date**" is defined in the preamble hereof.

"**Equipment**" is all "**equipment**" as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"**ERISA**" is the Employee Retirement Income Security Act of 1974, and its regulations.

"**Event of Default**" is defined in Section 8.

"**Exchange Act**" is the Securities Exchange Act of 1934, as amended.

"**Excluded Account**" means (a) Deposit Accounts exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Borrower's employees, (b) deposit securities, commodity or similar accounts with financial institutions other than Bank inside of the United States, so long as no more than Five Hundred Thousand Dollars ($500,000) in the aggregate is maintained in such accounts at any time, (c) deposit, securities, commodity or similar accounts with financial institutions other than Bank outside of the United States so long as no more than Five Hundred Thousand Dollars ($500,000) in the aggregate is maintained in such accounts at any time, and (d) PayPal, Stripe or similar payment processing accounts.

"**Financial Statement Repository**" is *** or such other means of collecting information approved and designated by Bank after providing notice thereof to Borrower from time to time.

"**Foreign Currency**" means lawful money of a country other than the United States.

"**Foreign Subsidiary**" means any Subsidiary which is not organized under the laws of the United States or any state or territory thereof or the District of Columbia.

"**Funding Date**" is any date on which a Credit Extension is made to or for the account of Borrower which shall be a Business Day.

"**FX Contract**" is any foreign exchange contract by and between Borrower and Bank under which Borrower commits to purchase from or sell to Bank a specific amount of Foreign Currency on a specified date.

"**GAAP**" is generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

"**General Intangibles**" is all "general intangibles" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation, all Intellectual Property, claims, income and other tax refunds, security and other deposits, payment intangibles, contract rights, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"**Governmental Approval**" is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"**Governmental Authority**" is any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"**Guarantor**" is any Person providing a Guaranty in favor of Bank.

"**Guaranty**" is any guarantee of all or any part of the Obligations, as the same may from time to time be amended, restated, modified or otherwise supplemented.

"**Indebtedness**" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) Contingent Obligations.

"**Indemnified Person**" is defined in Section 12.3.

"**Initial Public Offering**" is the initial, underwritten offering and sale of Borrower's common stock to the public pursuant to an effective registration statement under the Securities Act.

"**IPO Event**" means delivery by Borrower to Bank of evidence satisfactory to Bank in Bank's reasonable discretion of the occurrence of an Initial Public Offering.

"**Insolvency Proceeding**" is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"**Intellectual Property**" means, with respect to any Person, all of such Person's right, title, and interest in and to the following:

(a) its Copyrights, Trademarks and Patents;

(b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals;

(c) any and all source or object code;

(d) any and all design rights which may be available to such Person;

(e) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

(f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

"**Inventory**" is all "**inventory**" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"**Investment**" is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person.

"**JPMorgan**" is defined in Section 7.1.

"**Key Person**" is Borrower's Chief Executive Officer, who is Mathew Cain as of the Effective Date.

"**Letter of Credit**" is a standby or commercial letter of credit issued by Bank upon request of Borrower based upon an application, guarantee, indemnity, or similar agreement.

"**Lien**" is a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

"**Liquidity**" is on any date, (a) Borrower's unrestricted and unencumbered cash and Cash Equivalents maintained with Bank, Bank's Affiliates or any other bank or financial institution, provided that such bank or financial institution executed and delivered a Control Agreement or other appropriate instrument in favor of Bank in a form acceptable to Bank, plus (b) unused portion of the Revolving Line.

"**Loan Documents**" are, collectively, this Agreement and any schedules, exhibits, certificates, notices, and any other documents related to this Agreement, the Perfection Certificate, any Control Agreement, any Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower or any Guarantor, and any other present or future agreement by Borrower and/or any Guarantor with or for the benefit of Bank, all as amended, restated, or otherwise modified.

"**Material Adverse Change**" is (a) a material impairment in the perfection or priority of Bank's Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations, or condition (financial or otherwise) of Borrower; or (c) a material impairment of the prospect of repayment of any portion of the Obligations.

"**Monthly Financial Statements**" is defined in Section 6.2(c).

"**Obligations**" are Borrower's obligations to pay when due any debts, principal, interest, fees, Revolving Line Commitment Fee, Unused Revolving Line Facility Fee, Termination Fee, Bank Expenses and other amounts Borrower owes Bank now or later, whether under this Agreement, the other Loan Documents or otherwise, including, without limitation, all obligations relating to Bank Services and interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank, and to perform Borrower's duties under the Loan Documents.

"**Operating Documents**" are, for any Person, such Person's formation documents, as certified by the Secretary of State (or equivalent agency) of such Person's jurisdiction of organization on a date that is no earlier than thirty (30) days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

"**Overadvance**" is defined in Section 2.3.

"**Patents**" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"**Payment Date**" is the last calendar day of each month.

"**Perfection Certificate**" is defined in Section 5.1.

"**Permitted Acquisition**" means a transaction whereby Borrower acquires all or substantially all of the capital stock or property of another Person, which satisfies each of the following conditions:

(a) such transaction shall only involve an entity formed, and assets located, in the United States, and the party or parties being acquired is in the same or a substantially similar line of business as Borrower;

(b) no Event of Default has occurred and is continuing or would exist after giving effect to the transaction and Bank has received satisfactory evidence that Borrower is in compliance with all terms and conditions of this Agreement (and that it will be in compliance after giving effect to the transaction);

(c) the acquisition is approved by the board of directors (or equivalent control group) of all parties to the transaction;

(d) the total aggregate cash consideration to be paid by Borrower and its Subsidiaries in connection with any individual transaction or in the aggregate for all such transactions does not exceed Twenty Million Dollars ($20,000,000) at any time, provided that immediately after giving effect to the transaction, Borrower shall have (i) Liquidity of at least Thirty Million Dollars ($30,000,000), and (ii) an Adjusted Quick Ratio of at least 1.25 to 1.0, provided further that if immediately after giving effect to the transaction, Borrower maintains Liquidity of at least One Hundred Million Dollars ($100,000,000), the total aggregate cash consideration to be paid by Borrower and its Subsidiaries in connection with such transaction may exceed Twenty Million Dollars ($20,000,000), so long as Borrower maintains an Adjusted Quick Ratio of at least 1.25 to 1.0 immediately after giving effect to such transaction;

(e) Borrower provides Bank (i) written notice of the transaction at least three (3) Business Days prior to the closing of the transaction, and (ii) copies of the acquisition agreement and other material documents relative to the contemplated transaction and such other financial information, financial analysis, documentation or other information relating to such transaction as Bank shall reasonably request within five (5) Business Days after the closing of the transaction;

(f) Borrower is a surviving legal entity after completion of the contemplated transaction;

(g) the contemplated transaction is consensual and non-hostile;

(h) no Indebtedness will be incurred, assumed, or would exist with respect to Borrower or its Subsidiaries as a result of the contemplated transaction, other than Permitted Indebtedness, and no Liens will be incurred, assumed, or would exist with respect to the assets of Borrower or its Subsidiaries as a result of the contemplated transaction, other than Permitted Liens;

(i) any Subsidiary of Borrower acquired in the contemplated transaction shall provide to Bank a joinder to the Loan Agreement to cause such Subsidiary to become a co-borrower or guarantor hereunder, together with such appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Bank (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of such Subsidiary in accordance with Section 6.13;

(j) the acquisition and the company being acquired is accretive in all respects; and

(k) Borrower shall have delivered to Bank, at least five (5) Business Days prior to the date on which any such acquisition is to be consummated (or such later date as is agreed by Bank in its sole discretion), a certificate of a Responsible Officer of Borrower, in form and substance reasonably satisfactory to Bank, certifying that all of the requirements set forth in this definition have been satisfied or will be satisfied on or prior to the consummation of such purchase or other acquisition.

"**Permitted Indebtedness**" is:

(a) Borrower's Indebtedness to Bank under this Agreement and the other Loan Documents;

(b) Indebtedness existing on the Effective Date which is shown on the Perfection Certificate;

(c) Subordinated Debt;

(d) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;

(e) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;

(f) Indebtedness secured by Liens permitted under clauses (a) and (c) of the definition of "Permitted Liens" hereunder;

(g) Indebtedness of Borrower to any Subsidiary and Contingent Obligations of any Subsidiary with respect to obligations of Borrower (provided that the primary obligations are not prohibited hereby), and Indebtedness of any Subsidiary to Borrower in an aggregate principal amount not to exceed One Hundred Thousand Dollars ($100,000) or any other Subsidiary and Contingent Obligations of any Subsidiary with respect to obligations of any other Subsidiary (provided that the primary obligations are not prohibited hereby);

(h) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and similar obligations, in each case provided in the ordinary course of business;

(i) Indebtedness that otherwise constitutes Permitted Investments;

(j) other Indebtedness in an aggregate principal amount outstanding not to exceed Two Hundred Fifty Thousand Dollars ($250,000); and

(k) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (j) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon Borrower or its Subsidiary, as the case may be.

"**Permitted Investments**" are:

(a) Investments (including, without limitation, Subsidiaries) existing on the Effective Date which are shown on the Perfection Certificate;

(b) (i) Investments consisting of Cash Equivalents, and (ii) any Investments permitted by Borrower's investment policy, as amended from time to time, provided that such investment policy (and any such amendment thereto) has been approved in writing by Bank;

(c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower;

(d) Investments consisting of deposit accounts (but only to the extent that Borrower is permitted to maintain such accounts pursuant to Section 6.8 of this Agreement) in which Bank has a first priority perfected security interest (subject to Permitted Liens);

(e) Investments accepted in connection with Transfers permitted by Section 7.1;

(f) Investments consisting of the creation of a Subsidiary for the purpose of consummating a merger transaction permitted by Section 7.3 of this Agreement, which is otherwise a Permitted Investment;

(g) Investments (i) by Borrower in Subsidiaries not to exceed Two Hundred Fifty Thousand Dollars ($250,000) in the aggregate in any fiscal year, (ii) by Subsidiaries (which is not a Borrower or guarantor) in other Subsidiaries or in Borrower, and (iii) Investments by a Borrower in any other Borrower;

(h) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by the Board;

(i) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

(j) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph (j) shall not apply to Investments of Borrower in any Subsidiary; and

(k) Investments not otherwise permitted in an aggregate amount of not more than Two Hundred Fifty Thousand Dollars ($250,000) in each fiscal year.

"**Permitted Liens**" are:

(a) Liens existing on the Effective Date which are shown on the Perfection Certificate or arising under this Agreement or the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on Borrower's Books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(c) purchase money Liens (i) on Equipment acquired or held by Borrower incurred for financing the acquisition of the Equipment securing no more than Two Hundred Fifty Thousand Dollars ($250,000)in the aggregate amount outstanding, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment;

(d) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory, securing liabilities in the aggregate amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000)and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(e) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than Liens imposed by ERISA);

(f) Liens incurred in the extension, renewal or refinancing of the Indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase;

(g) leases or subleases of real property granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), and leases, subleases, non- exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting Bank a security interest therein;

(h) non-exclusive licenses of Intellectual Property granted to third parties in the ordinary course of business, and licenses of Intellectual Property that could not result in a legal transfer of title of the licensed property that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discreet geographical areas outside of the United States;

(i) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default under Sections 8.4 and 8.7;

(j) deposits to secure the performance of bids, tenders, trade contracts, leases, government contracts, statutory obligations, surety, stay, customs and appeal bonds, performance and other similar obligations, in each case provided in the ordinary course of business;

(k) Liens securing Subordinated Debt; and

(l) Liens in favor of other financial institutions arising in connection with Borrower's deposit and/or securities accounts held at such institutions, provided that (i) Bank has a first priority perfected security interest (subject to Permitted Liens) in the amounts held in such deposit and/or securities accounts (ii) such accounts are permitted to be maintained pursuant to Section 6.8 of this Agreement.

"**Person**" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Prime Rate**" is the rate of interest per annum from time to time published in the money rates section of The Wall Street Journal or any successor publication thereto as the "prime rate" then in effect; provided that, in the event such rate of interest is less than zero, such rate shall be deemed to be zero for purposes of this Agreement; and provided further that if such rate of interest, as set forth from time to time in the money rates section of The Wall Street Journal, becomes unavailable for any reason as determined by Bank, the "Prime Rate" shall mean the rate of interest per annum announced by Bank as its prime rate in effect at its principal office in the State of California (such Bank announced Prime Rate not being intended to be the lowest rate of interest charged by Bank in connection with extensions of credit to debtors); provided that, in the event such rate of interest is less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**Prior Agreement**" is defined in the recitals hereof.

"**Quarterly Financial Statements**" is defined in Section 6.2(c).

"**Quick Assets**" is on any date, (a) Borrower's unrestricted and unencumbered cash and Cash Equivalents maintained with Bank, Bank's Affiliates or any other bank or financial institution, provided that such bank or financial institution executed and delivered a Control Agreement or other appropriate instrument in favor of Bank in a form acceptable to Bank, plus (b) net billed accounts receivable, determined according to GAAP.

"**Registered Organization**" is any "registered organization" as defined in the Code with such additions to such term as may hereafter be made.

"**Requirement of Law**" is as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Reserves**" means, as of any date of determination, such amounts as Bank may from time to time establish and revise in its good faith business judgment, reducing the amount of Advances and other financial accommodations which would otherwise be available to Borrower (a) to reflect events, conditions, contingencies or risks which, as determined by Bank in its good faith business judgment, do or may adversely affect (i) the Collateral or any other property which is security for the Obligations or its value (including without limitation any increase in delinquencies of Accounts), (ii) the assets, business or prospects of Borrower or any Guarantor, or (iii) the security interests and other rights of Bank in the Collateral (including the enforceability, perfection and priority thereof); or (b) to reflect Bank's reasonable belief that any collateral report or financial information furnished by or on behalf of Borrower or any Guarantor to Bank is or may have been incomplete, inaccurate or misleading in any material respect; or (c) in respect of any state of facts which Bank determines in its good faith business judgment constitutes an Event of Default or may, with notice or passage of time or both, constitute an Event of Default.

"**Responsible Officer**" is any of the Chief Executive Officer, President, Chief Financial Officer and Controller of Borrower.

"**Restricted License**" is any material license agreement with respect to which Borrower is the licensee (a) that validly prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such license agreement or any other property subject to such license agreement, or (b) for which a default under or termination of could interfere with Bank's right to sell any Collateral.

"**Revolving Line**" is an aggregate principal amount equal to Forty Million Dollars ($40,000,000).

"**Revolving Line Maturity Date**" is January 29, 2024

"**SEC**" shall mean the Securities and Exchange Commission, any successor thereto, and any analogous Governmental Authority.

"**Securities Account**" is any "**securities account**" as defined in the Code with such additions to such term as may hereafter be made.

"**Specified Affiliate**" is any Person (a) more than ten percent (10.0%) of whose aggregate issued and outstanding equity or ownership securities or interests, voting, non-voting or both, are owned or held directly or indirectly, beneficially or of record, by Borrower, and/or (b) whose equity or ownership securities or interests representing more than ten percent (10.0%) of such Person's total outstanding combined voting power are owned or held directly or indirectly, beneficially or of record, by Borrower.

"**Subordinated Debt**" is indebtedness incurred by Borrower subordinated to all of Borrower's now or hereafter indebtedness to Bank (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Bank entered into between Bank and the other creditor), on terms acceptable to Bank.

"**Subsidiary**" is, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower or Guarantor.

"**Termination Fee**" is defined in Section 2.5(c).

"**Total Liabilities**" is on any day, obligations that should, under GAAP, be classified as liabilities on Borrower's consolidated balance sheet, including all Indebtedness.

"**Trademarks**" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

"**Transfer**" is defined in Section 7.1.

"**Unused Revolving Line Facility Fee**" is defined in Section 2.5(b).

"**UPS**" is defined in Section 7.1.

"**U.S. Subsidiary**" means any Subsidiary that is incorporated or formed under the laws of the United States of America, any state thereof or the District of Columbia (excluding any Subsidiary organized under the laws of any political subdivision of the United States (including any disregarded entity for U.S. federal income tax purposes), substantially all of the assets of which consist of, directly or indirectly, equity securities of one or more CFCs or indebtedness of such CFCs).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BORROWER:

COUCHBASE, INC.

By: /s/ Greg Henry
Name: Greg Henry
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: /s/ Ashlee Kaji
Name: Ashlee Kaji
Title: Director

EXHIBIT A—COLLATERAL DESCRIPTION

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as provided below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Borrower's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include (i) any accounts receivable and other claims which arise out of the sale of goods or services to United Parcel Service, Inc., a Delaware corporation, and/or its subsidiaries or affiliates, to JPMorgan and/or one (1) or more other investors, pursuant to the terms of a Master Receivables Purchase Acceptance Letter by and between Borrower and JPMorgan or to any other financial institution pursuant to any similar arrangement, (ii) with respect to stock in Foreign Subsidiaries, more than sixty-five percent (65%) of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter, (iii) any property to the extent that such grant of security interest is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall attach immediately to any portion of the Collateral that does not result in such consequences, (iv) any interest of Borrower as a lessee or sublessee under a real property lease or an Equipment lease if Borrower is prohibited by the terms of such lease from granting a security interest in such lease or under which such an assignment or Lien would cause a default to occur under such lease (but only to the extent that such prohibition is enforceable under all applicable laws including, without limitation, the Code); provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Borrower or Bank, (v) the Excluded Accounts, or (vi) any Intellectual Property; provided, however, the Collateral shall include all Accounts and all proceeds of Intellectual Property. If a judicial authority (including a U.S. Bankruptcy Court) would hold that a security interest in the underlying Intellectual Property is necessary to have a security interest in such Accounts and such property that are proceeds of Intellectual Property, then the Collateral shall automatically, and effective as of the Effective Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in such Accounts and such other property of Borrower that are proceeds of the Intellectual Property.

Pursuant to the terms of a certain negative pledge arrangement with Bank, Borrower has agreed not to encumber any of its Intellectual Property without Bank's prior written consent.

EXHIBIT B

COMPLIANCE STATEMENT

TO: SILICON VALLEY BANK
FROM: COUCHBASE, INC. (the " Borrower")

Date: _____

Under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "**Agreement**"), Borrower is in complete compliance for the period ending_____ with all required covenants except as noted below. Attached are the required documents evidencing such compliance, setting forth calculations prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes (other than, with respect to unaudited financial statements for the absence of footnotes and year-end audit adjustments). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	Required	Complies
Pre IPO Event: Monthly Financial Statements with Compliance Statement	Monthly within 30 days	Yes No
Post-IPO Event: Quarterly Financial Statements with Compliance Statement	Within the earlier of (i) 45 days of fiscal quarter end, or (ii) 5 days after filing with SEC	Yes No
Annual Financial Statements (CPA Audited)*	Pre-IPO Event: FYE within 270 days Post-IPO Event: FYE within 120 days	Yes No
10-Q, 10-K and 8-K	Within 5 days after filing with SEC (if applicable)	Yes No N/A
Borrowing Base Statement	Pre-IPO Event: Monthly within 30 days Post-IPO Event: Within the earlier of (i) 45 days of fiscal quarter end, or (ii) 5 days after filing with SEC	Yes No
Board approved projections	Within the earlier of (i) 15 days after approval by the Board or (ii) 60 after FYE, and as amended/updated	Yes No
SaaS metrics report	Pre-IPO Event: Monthly within 30 days Post-IPO Event: Quarterly within 30 days	Yes No
Board package	As requested by Bank	Yes No

Financial Covenant	Required	Actual	Complies
Adjusted Quick Ratio	≥1.15: 1.0	____ : 1.0	Yes No

* Provided however, if the Board does not require audited Annual Financial Statements for any fiscal year, then Borrower shall instead deliver CPA reviewed Annual Financial Statements for such fiscal year only.

Since the date of the last Compliance Statement, have there been any changes in the ownership or management of Borrower that would change Borrower's answers in Addendum 1 to the Perfection Certificate?

If yes, provide details below or in a separate report to Bank.

The following financial covenant analyses and information set forth in Schedule 1 attached hereto are true and accurate as of the date of this Compliance Statement.

The following are the exceptions with respect to the statements above: (If no exceptions exist, state "No exceptions to note.")

Schedule 1 to Compliance Statement

Financial Covenant of Borrower

In the event of a conflict between this Schedule and the Agreement, the terms of the Agreement shall govern.

Dated: _____

I. Adjusted Quick Ratio (Section 6.9)

Required: Maintain, (i) prior to the occurrence of the IPO Event, to be tested as of the last day of each month, and (ii) upon the occurrence of the IPO Event and thereafter, to be tested as of the last day of each quarter, an Adjusted Quick Ratio of at least 1.15 to 1.0.

Actual:

A.	Aggregate value of Borrower's unrestricted and unencumbered cash and Cash Equivalents maintained with Bank	$ _____
B.	Aggregate value of Borrower's unrestricted and unencumbered cash and Cash Equivalents maintained with other bank or financial institution that executed and delivered a Control Agreement in favor of Bank	$ _____
C.	Aggregate value of the net billed accounts receivable	$ _____
D.	Quick Assets (the sum of lines A through C)	$ _____
E.	Aggregate value of all obligations and liabilities of Borrower to Bank	$ _____
F.	Without duplication of line E, aggregate value of liabilities of Borrower (including all Indebtedness) that matures within one (1) year	$ _____
G.	Current Liabilities (the sum of lines E and F)	$ _____
H.	Aggregate value of all amounts received or invoiced by Borrower in advance of performance under contracts and not yet recognized as revenue	$ _____
I.	Line G minus H	$ _____
J.	Adjusted Quick Ratio (line D divided by line I)	_____

Is line J equal to or greater than 1.15:1:0?

_____ No, not in compliance _____ Yes, in compliance