UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number:
000-50679

CORCEPT THERAPEUTICS INCORPORATED

(Exact Name of Corporation as Specified in Its Charter)

Delaware	**77-0487658**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

149 Commonwealth Drive
Menlo Park, CA 94025
(Address of principal executive offices, including zip code)

(650) 327-3270
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 par value	CORT	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

On April 24, 2024, there were 104,112,088 shares of common stock outstanding at a par value of $0.001 per share.

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED BALANCE SHEETS

(In thousands)

	March 31, 2024	December 31, 2023
	(Unaudited)	(See Note 1)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 149,750	$ 135,551
Short-term marketable securities	261,011	232,670
Trade receivables, net of allowances	61,518	41,123
Insurance recovery receivable related to Melucci litigation (Note 4)	—	14,000
Inventory	7,190	7,730
Prepaid expenses and other current assets	23,898	27,562
Total current assets	503,367	458,636
Strategic inventory	7,846	8,244
Operating lease right-of-use asset	61	120
Property and equipment, net	127	195
Long-term marketable securities	40,276	57,176
Other assets	6,388	6,541
Deferred tax assets, net	97,870	90,605
Total assets	$ 655,935	$ 621,517
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 12,557	$ 17,396
Accrued research and development expenses	24,825	21,330
Accrued and other liabilities	59,744	51,628
Accrued settlement related to Melucci litigation (Note 4)	—	14,000
Short-term operating lease liability	76	151
Total current liabilities	97,202	104,505
Long-term accrued income taxes payable	10,869	10,307
Total liabilities	108,071	114,812
Commitments and contingencies (Note 4)		
Stockholders' equity:		
Preferred stock	—	—
Common stock	133	133
Treasury stock	(641,059)	(635,078)
Additional paid-in capital	758,244	738,515
Accumulated other comprehensive income	258	609
Retained earnings	430,288	402,526
Total stockholders' equity	547,864	506,705
Total liabilities and stockholders' equity	$ 655,935	$ 621,517

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(In thousands, except per share data)

	Three Months Ended March 31,	
	2024	**2023**
Product revenue, net	$ 146,808	$ 105,654
Operating expenses:		
Cost of sales	2,535	1,386
Research and development	58,505	40,851
Selling, general and administrative	56,268	48,564
Total operating expenses	117,308	90,801
Income from operations	29,500	14,853
Interest and other income	5,493	3,581
Income before income taxes	34,993	18,434
Income tax expense	(7,231)	(2,555)
Net income	$ 27,762	$ 15,879
Net income attributable to common stockholders	27,514	15,807
Basic net income per common share	$ 0.27	$ 0.15
Diluted net income per common share	$ 0.25	$ 0.14
Weighted-average shares outstanding used in computing net income per common share		
Basic	102,791	107,885
Diluted	109,915	115,425

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)
(In thousands)

	Three Months Ended March 31,	
	2024	**2023**
Net income	$ 27,762	$ 15,879
Other comprehensive income (loss):		
Unrealized (loss) gain on available-for-sale investments, net of tax effect of $103 and $(192), respectively	(330)	605
Foreign currency translation (loss) gain, net of tax	(21)	111
Total comprehensive income	$ 27,411	$ 16,595

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Three Months Ended March 31,	
	2024	**2023**
Cash flows from operating activities:		
Net income	$ 27,762	$ 15,879
Adjustments to reconcile net income to net cash provided by operations:		
Stock-based compensation	13,249	11,141
(Accretion) of discount on marketable securities, net	(2,859)	(1,503)
Amortization of cloud computing arrangements	52	119
Depreciation and amortization of property and equipment	68	172
Deferred income taxes	(7,162)	(6,726)
Non-cash amortization of right-of-use asset	59	568
Changes in operating assets and liabilities:		
Trade receivables	(20,395)	(1,500)
Insurance recovery receivable related to Melucci litigation	14,000	—
Inventory	983	558
Prepaid expenses and other current assets	3,612	729
Other assets	153	—
Accounts payable	(4,861)	(649)
Accrued research and development expenses	3,494	(592)
Accrued and other liabilities	9,114	8,027
Accrued Settlement related to Melucci litigation	(14,000)	—
Long-term accrued income taxes	562	302
Operating lease liability	(75)	(568)
Net cash provided by operating activities	23,756	25,957
Cash flows from investing activities:		
Proceeds from maturities of marketable securities	68,862	207,475
Purchases of marketable securities	(77,876)	—
Net cash (used in) provided by investing activities	(9,014)	207,475
Cash flows from financing activities:		
Proceeds from issuance of common stock under our incentive award plan, net of issuance costs	749	1,409
Proceeds from purchases under the Employee Stock Purchase Program	940	—
Repurchase of common stock in connection with Stock Repurchase Program	(476)	—
Cash paid to satisfy statutory withholding requirement for net settlement of cashless option exercises and vesting of restricted stock grants	(1,756)	(1,228)
Net cash (used in) provided by financing activities	(543)	181
Net increase in cash and cash equivalents	14,199	233,613
Cash and cash equivalents, at beginning of period	135,551	66,329
Cash and cash equivalents, at end of period	$ 149,750	$ 299,942
Supplemental disclosure:		
Exercise cost of shares repurchased for net settlement of cashless option exercises	$ 1,798	$ 5,246

The accompanying notes are an integral part of these condensed consolidated financial statements.

CORCEPT THERAPEUTICS INCORPORATED

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(Unaudited)

(In thousands)

	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total Stockholders' Equity
	Shares	Amount					
Balance at December 31, 2023	103,405	$ 133	$ 738,515	$ (635,078)	$ 609	$ 402,526	$ 506,705
Issuance of common stock under our incentive award plan	786	—	3,485	—	—	—	3,485
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises and vesting of restricted stock	(143)	—	2,032	(5,586)	—	—	(3,554)
Repurchase of common stock in connection with Stock Repurchase Program	(20)	—	—	(476)	—	—	(476)
Excise tax related to net share repurchases	—	—	—	81	—	—	81
Stock-based compensation	—	—	12,929	—	—	—	12,929
Vesting of RSAs in connection with ESPP	—	—	1,283	—	—	—	1,283
Other comprehensive loss, net of tax	—	—	—	—	(351)	—	(351)
Net income	—	—	—	—	—	27,762	27,762
Balance at March 31, 2024	104,028	$ 133	$ 758,244	$ (641,059)	$ 258	$ 430,288	$ 547,864

	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total Stockholders' Equity
	Shares	Amount					
Balance at December 31, 2022	107,835	$ 131	$ 662,342	$ (456,148)	$ (869)	$ 296,386	$ 501,842
Issuance of common stock under our incentive award plan	618	—	6,540	—	—	—	6,540
Shares tendered to satisfy cost and statutory withholding requirements for net settlement of cashless option exercises	(297)	—	—	(6,359)	—	—	(6,359)
Stock-based compensation	—	—	10,966	—	—	—	10,966
Other comprehensive gain, net of tax	—	—	—	—	716	—	716
Net income	—	—	—	—	—	15,879	15,879
Balance at March 31, 2023	108,156	$ 131	$ 679,848	$ (462,507)	$ (153)	$ 312,265	$ 529,584

The accompanying notes are an integral part of these condensed consolidated financial statements

CORCEPT THERAPEUTICS INCORPORATED

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation and Summary of Significant Accounting Policies

Description of Business and Basis of Presentation

Corcept Therapeutics Incorporated (collectively, "Corcept," the "Company," "we," "us," and "our") is a commercial-stage pharmaceutical company engaged in the discovery and development of medications to treat severe endocrinologic, oncologic, metabolic and neurologic disorders by modulating the effects of the hormone cortisol. In 2012, the United States Food and Drug Administration ("FDA") approved Korlym ("mifepristone") 300 mg tablets, as a once-daily oral medication for the treatment of hyperglycemia secondary to hypercortisolism in adult patients with endogenous Cushing's syndrome who have type 2 diabetes mellitus or glucose intolerance and have failed surgery or are not candidates for surgery. We have discovered and patented four structurally distinct series of selective cortisol modulators, consisting of more than 1,000 compounds. We are developing compounds from these series as potential treatments for a broad range of serious disorders.

We were incorporated in the State of Delaware in May 1998. Our headquarters are located in Menlo Park, California.

Basis of Presentation

We have prepared the following in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X: (i) condensed consolidated balance sheet as of March 31, 2024 and (ii) condensed consolidated statements of income, comprehensive income, cash flows and stockholders' equity for the three-month periods ended March 31, 2024 and 2023. These do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation (which in the applicable periods consist only of normal, recurring adjustments) have been included. Operating results for the three-month period ended March 31, 2024 are not necessarily indicative of the results for the remainder of 2024 or any other period. These financial statements and notes should be read in conjunction with the financial statements for the year ended December 31, 2023 included in our Annual Report on Form 10-K. The December 31, 2023 balance sheet was derived from audited financial statements at that date.

There have been no material changes to the significant accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2023.

Recently Issued Accounting Pronouncements Not Yet Adopted

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-09, which requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. This ASU is effective for public companies with annual periods beginning after December 15, 2024, with early adoption permitted. We plan to adopt this guidance for the fiscal year ending December 31, 2025. We are currently evaluating the effects adoption of this guidance will have on the condensed consolidated financial statements.

In November 2023, the FASB issued ASU No. 2023-07, to improve the disclosures about a public entity's reportable segments and address requests from investors for additional, more detailed information about a reportable segment's expenses. The standard is effective for public companies with annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024 with early adoption permitted. We plan to adopt this guidance for the fiscal year ending December 31, 2024. We are currently evaluating the effects adoption of this guidance will have on the condensed consolidated financial statements.

2. Composition of Certain Balance Sheet Items

Inventory

	March 31, 2024	December 31, 2023
	(in thousands)	
Raw materials	$ 704	$ —
Work in progress	7,132	8,233
Finished goods	7,200	7,741
Total inventory	15,036	15,974
Less strategic inventory classified as non-current	(7,846)	(8,244)
Total inventory classified as current	$ 7,190	$ 7,730

Because we rely on a single manufacturer to produce Korlym's active pharmaceutical ingredient ("API"), we have purchased and hold significant quantities of API, included in work in progress inventory. We classify inventory we do not expect to sell within 12 months of the balance sheet date as "strategic inventory," a non-current asset.

Prepaid expenses and other current assets

	March 31, 2024	December 31, 2023
	(in thousands)	
Prepaid Expenses	$ 5,542	$ 4,319
Other Current Assets	18,356	23,243
	$ 23,898	$ 27,562

Accrued and other liabilities

	March 31, 2024	December 31, 2023
	(in thousands)	
Government rebates	$ 27,539	$ 18,468
Income taxes payable	13,458	1,814
Accrued compensation	11,110	25,457
Accrued selling and marketing costs	3,342	1,771
Legal fees	1,362	542
Excise tax payable	997	1,078
Professional fees	716	389
Accrued Manufacturing Costs	157	1,455
Other	1,063	654
Total accrued and other liabilities	$ 59,744	$ 51,628

Other assets

As of March 31, 2024 and December 31, 2023, other assets included $6.3 million and $6.4 million of deposits for clinical trials, respectively.

3. Available-for-Sale Marketable Securities and Fair Value Measurements

The available-for-sale securities in our condensed consolidated balance sheets are as follows:

	March 31, 2024	December 31, 2023
	(in thousands)	
Cash equivalents	$ 112,895	$ 97,170
Short-term marketable securities	261,011	232,670
Long-term marketable securities	40,276	57,176
Total marketable securities	$ 414,182	$ 387,016

The following table presents our available-for-sale securities grouped by asset type:

		March 31, 2024				December 31, 2023			
	Fair Value Hierarchy Level	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
		(in thousands)							
Corporate bonds	Level 2	$ 180,474	$ 112	$ (64)	$ 180,522	$ 120,508	$ 307	$ —	$ 120,815
Commercial paper	Level 2	65,035	8	(15)	65,028	75,308	20	(9)	75,319
U.S. Treasury securities	Level 1	59,222	7	(3)	59,226	93,655	61	(4)	93,712
Money market funds	Level 1	109,406	—	—	109,406	97,170	—	—	97,170
Total marketable securities		$ 414,137	$ 127	$ (82)	$ 414,182	$ 386,641	$ 388	$ (13)	$ 387,016

We estimate the fair value of marketable securities classified as Level 1 using quoted market prices obtained from a commercial pricing service for these or identical investments. We estimate the fair value of marketable securities classified as Level 2 using inputs that may include benchmark yields, reported trades, broker/dealer quotes and issuer spreads.

We periodically review our debt securities to determine if any of our investments is impaired due to the issuer's poor credit or other reasons. If the fair value of our investment is less than our amortized cost, we evaluate quantitative and subjective factors – including, but not limited to, the nature of security, changes in credit ratings and analyst reports concerning the security's issuer and industry, and interest rate fluctuations and general market conditions – to determine whether an allowance for credit losses is appropriate.

None of our investments, including those with unrealized losses, are impaired. Unrealized losses on our investments are due to interest rate fluctuations. We do not intend to sell investments that currently have unrealized losses and it is highly unlikely that we will sell any investment before recovery of its amortized cost basis, which may be at maturity. Accordingly, we have not recorded an allowance for credit losses for these investments.

We classified accrued interest on our marketable securities of $2.0 million and $1.7 million as of March 31, 2024 and December 31, 2023, respectively, as prepaid and other current assets on our condensed consolidated balance sheets.

As of March 31, 2024, all of our long-term marketable securities had original maturities of no more than 27 months and all our marketable securities classified as short-term have maturities of less than one year. The weighted-average maturity of our holdings was 6 months. As of March 31, 2024, our long-term marketable securities had remaining maturities between 12 months and 19 months. None of our marketable securities changed from one fair value hierarchy to another during the three months ended March 31, 2024.

4. Commitments and Contingencies

There have been no material changes in our obligations under contractual agreements described in our Annual Report on Form 10-K for the year ended December 31, 2023.

In the ordinary course of business, we may be subject to legal claims and regulatory actions that could have a material adverse effect on our business or financial position. We assess our potential liability in such situations by analyzing potential outcomes under various litigation, regulatory and settlement strategies. If we determine a loss is probable and its amount can be reasonably estimated, we accrue an amount equal to the estimated loss.

Melucci Litigation and Settlement

On March 14, 2019, a purported securities class action complaint was filed in the United States District Court for the Northern District of California by Nicholas Melucci (*Melucci v. Corcept Therapeutics Incorporated*, et al., Case No. 5:19-cv-01372-LHK) (the "Melucci litigation"). The complaint named us and certain of our executive officers as defendants asserting violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder and alleges that the defendants made false and materially misleading statements and failed to disclose adverse facts about our business, operations and prospects. The complaint asserts a putative class period extending from August 2, 2017 to February 5, 2019 and seeks unspecified monetary relief, interest and attorneys' fees. On October 7, 2019, the Court appointed a lead plaintiff and lead counsel. The lead plaintiff's consolidated complaint was filed on December 6, 2019.

On February 8, 2023, we reached an agreement in principle (the "Proposed Settlement") to resolve all claims in the Melucci litigation. Under the Proposed Settlement, we have agreed to make a one-time payment of $14.0 million, which will be covered in full by our insurers. In connection with the Proposed Settlement, we recorded a settlement expense of $14.0 million and corresponding insurance recovery of $14.0 million in operating expenses on our consolidated statement of income in the fourth quarter of 2022. The Court granted preliminary approval of the Proposed Settlement on January 4, 2024, following which we paid $14.0 million into escrow. Our insurers reimbursed us in full. Payment of any funds out of the designated escrow is pending the Court's final approval of the Proposed Settlement, a hearing for which is scheduled for June 6, 2024.

No losses and no provision for a loss contingency have been recorded to date. For further information about our ongoing legal matters, see *Part II. Item 1, Legal Proceedings.*

5. Leases

We lease our office facilities in Menlo Park, California. On March 19, 2024, we entered into an amendment to extend our lease through July 31, 2024. The amendment extended the lease term by one month, for which we do not expect to record an additional right of use asset and corresponding lease liability. We will record $0.2 million of rent expense in connection with this lease amendment.

As the operating lease for our facilities does not expressly state an interest rate, we calculated the present value of remaining lease payments using a discount rate equal to the interest rate we would pay on a collateralized loan with monthly payments and a term equal to the monthly payments and remaining term of our lease. We recognize operating lease payments as expenses using the straight-line method over the term of the lease.

Operating lease expense for each of the three months ended March 31, 2024 and 2023 was $0.6 million.

Our right-of-use assets and related lease liabilities were as follows (in thousands, except weighted average amounts):

	Three Months Ended March 31,	
	2024	**2023**
Cash paid for operating lease liabilities	$ 617	$ 578
Recognition of right-of-use asset in exchange for lease liability	$ 297	$ —
Weighted-average remaining lease term	4 months	3 months
Weighted-average discount rate	8.0 %	4.0 %

As of March 31, 2024, future minimum lease payments under non-cancelable operating leases were as follows (in thousands):

2024 (remainder)	77
Total operating lease payments	77
Less imputed interest	(1)
Present value of operating lease liabilities	$ 76

As of March 31, 2024, future minimum lease payments under non-cancellable short-term leases were $0.7 million for the remainder of 2024. We do not recognize right-of-use assets or lease liabilities for leases with a term of twelve months or less, rather, we recognize the associated lease payments in the condensed consolidated statements of income on a straight-line basis over the lease term.

As of March 31, 2024, we had one additional operating lease that has not yet commenced, with lease obligations of approximately $9.6 million for our new office lease. This operating lease will commence on or around July 1, 2024. See *Note 9 "Subsequent Events"* to our Unaudited Condensed Consolidated Financial Statements for more information on our new office lease.

6. Stockholders' Equity

Treasury Stock

In January 2024, our Board of Directors approved a program authorizing the repurchase of up to $200 million of our common stock (the "Stock Repurchase Program"). Purchases under this program may be made in the open market, in privately negotiated transactions or otherwise. The timing and amount of any repurchases will be determined based on market conditions, our stock price and other factors. The program does not require us to repurchase any specific number of shares of its common stock and may be modified, suspended or discontinued at any time without notice.

During the three months ended March 31, 2024, we purchased less than 0.1 million shares of our common stock under the Stock Repurchase Program in open market transactions at an average price of $23.82 per share, for an aggregate purchase price of $0.5 million. As of March 31, 2024, $199.5 million of the current authorization remained available for the repurchase of shares of our common stock.

We recorded purchased shares as treasury stock on our condensed consolidated balance sheets at cost. As of March 31, 2024 and December 31, 2023, we had 31.2 million and 30.9 million treasury shares outstanding, respectively.

Incentive Award Plan

We have one stock option plan – the Corcept Therapeutics Incorporated 2012 Incentive Award Plan (the "2012 Plan").

Stock Options

During the three months ended March 31, 2024, we issued 0.4 million shares of our common stock upon the exercise of stock options. Some option holders exercised their options on a "net exercise" basis, pursuant to which they surrendered to us, and we purchased from them, at the current market price, shares equal in value to the associated exercise price and tax withholding obligations. During the three months ended March 31, 2024, we purchased 0.1 million shares in connection with option net exercises and paid $0.9 million to satisfy associated tax withholding obligations.

During the three months ended March 31, 2023, we issued 0.5 million shares of our common stock upon the exercise of stock options. Some option holders exercised their options on a "net exercise" basis, pursuant to which they surrendered to us, and we purchased from them, at the current market price, shares equal in value to the associated exercise price and tax withholding obligations. During the three months ended March 31, 2023, we purchased 0.3 million shares in connection with option net exercises and paid $1.1 million to satisfy associated tax withholding obligations.

Restricted Stock Awards ("RSAs")

During the three months ended March 31, 2024 and 2023, we granted employees 0.4 million and 0.3 million RSAs with a weighted-average grant date fair value of $23.14 and $22.39 per share, respectively. RSAs include voting and dividend rights and are therefore "participating" shares for the purpose of calculating basic and diluted net income per share. See *"Note 7"* below.

Employee Stock Purchase Plan ("ESPP")

Our ESPP allows employees to set aside, by means of payroll deductions, up to ten percent of their annual compensation for the purchase of our common stock. Shares are issued to participating employees from the 2012 Plan on March 1st, June 1st, September 1st and December 1st (or, if those dates fall on holidays or weekends, on the first business day thereafter) at the then-current fair market value of our stock, as determined at the close of trading on those days.

For each purchased share, the participating employee receives one matching share, also issued from the 2012 Plan if certain conditions are met. There is no vesting requirement for shares issued pursuant to the ESPP purchase. The matching share will be granted in the form of a RSA that will vest on the one-year anniversary of the respective ESPP purchase date, net of applicable tax withholding. The vesting condition on the RSA is that the participating employee hold the corresponding share purchased under the ESPP for one year from the purchase date. Shares purchased pursuant to the ESPP and any matching shares issued upon satisfaction of the one-year holding requirement may be held, sold or transferred at the employee's sole discretion.

During the three months ended March 31, 2024 and 2023, we issued less than 0.1 million and 0.1 million shares of our common stock in connection with our ESPP, respectively. As of March 31, 2024 and December 31, 2023, we recorded $1.4 million and $3.2 million, respectively, of stock-based compensation related to RSAs granted in connection with our ESPP in "Accrued and other liabilities" on our unaudited condensed consolidated balance sheet.

Stock-based Compensation

Stock-based compensation expense associated with stock options and awards of restricted stock is measured at the grant date based on the fair value of the award, and is recognized, net of forfeitures, as expense over the remaining requisite service period on a straight-line basis.

We value restricted stock at the closing market price of our common stock on the date of grant.

The following table summarizes our stock-based compensation by account:

	Three Months Ended March 31,	
	2024	**2023**
	(in thousands)	
Stock-based compensation capitalized in inventory	$ 45	$ 92
Cost of sales	11	23
Research and development	3,921	3,484
Selling, general and administrative	9,317	7,634
Total stock-based compensation	$ 13,294	$ 11,233

7. Net Income Per Share

We compute our basic and diluted net income per share in conformity with the two-class method required for companies with participating shares. Under the two-class method, net income is determined by allocating net income between common stock and unvested RSAs. We compute basic net income per share by dividing our net income attributable to common stockholders by the weighted-average number of common shares outstanding during the period. We compute diluted net income per share by dividing our net income attributable to common stockholders by the weighted-average number of common shares outstanding during the period, including potentially dilutive stock options and unvested restricted stock unites ("RSUs"), less unvested RSAs. We use the treasury stock method to determine the number of dilutive shares of common stock resulting from stock options and unvested RSUs.

The following table shows the computation of net income per share for each period:

	Three Months Ended March 31,	
	2024	**2023**
	(in thousands)	
Numerator:		
Net income attributable to common stockholders	$ 27,514	$ 15,807
Denominator:		
Weighted-average shares used to compute basic net income per common share	102,791	107,885
Dilutive effect of employee stock options and unvested RSUs	7,124	7,540
Weighted-average shares used to compute diluted net income per common share	109,915	115,425
Basic net income per common share	$ 0.27	$ 0.15
Diluted net income per common share	$ 0.25	$ 0.14

As of March 31, 2024, we had 26.1 million stock options, 0.1 million RSUs and 1.0 million RSAs outstanding. As of December 31, 2023, we had 23.4 million stock options, 0.1 million RSUs and 0.7 million RSAs outstanding.

We excluded from the computation of diluted net income per share, on a weighted-average basis, 11.5 million stock options outstanding during the three months ended March 31, 2024 and 10.4 million stock options and unvested RSUs outstanding during the three months ended March 31, 2023, because including them would have reduced dilution.

8. Income Taxes

We recorded income tax expense of $7.2 million for the three months ended March 31, 2024, compared to $2.6 million for the three months ended March 31, 2023. The increase during the three months ended March 31, 2024 was primarily due to increased pretax book income compared to the corresponding period in 2023.

Our effective tax rate differs from the federal statutory rate due to state income taxes and the non-deductible portion of our stock-based compensation, which increased our tax expense, offset by research and development credits and the excess tax deduction arising from the exercise of employee stock options, which reduced our taxable income.

During the three months ended March 31, 2024, unrecognized tax benefits increased by $0.7 million.

Each quarter, we assess the likelihood that we will generate sufficient taxable income to use our federal and state deferred tax assets. Except for the valuation allowances that offset the value of our California net deferred tax assets, we have determined that it is more likely than not we will realize the benefit related to all other deferred tax assets. To the extent we increase a valuation allowance, we will include an expense in the Condensed Consolidated Statement of Income in the period in which such determination is made.

Beginning in 2022, the Tax Cuts and Jobs Act of 2017 eliminates the right to deduct research and development expenditures for tax purposes in the period the expenses were incurred and instead requires all U.S. and foreign research and development expenditures to be amortized over five and fifteen tax years, respectively. Congress has considered legislation that would defer the amortization requirement to later years, but as of March 31, 2024, the requirement has not been modified.

9. Subsequent Events

Pharmaceutical Manufacturer Services Amendment

Effective April 1, 2024, we amended the pharmaceutical manufacturer services agreement between us and Optime Care, Inc. (“Optime”), dated as of August 4, 2017 (the “Optime Agreement”), to extend its term to March 31, 2027, with automatic renewal for successive three-year terms.

The material terms of the Optime Agreement are described in our Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on August 7, 2017, as qualified by reference to the original agreement, a copy of which was filed as an exhibit to our Quarterly Report on Form 10-Q filed with the SEC on November 2, 2017.

New Office Sublease Agreement

On April 12, 2024, we entered into a six-year sublease (the “Sublease”) with Zuora, Inc. for office space located at 101 Redwood Shores Parkway, Redwood City, California 94065 (the “Building”), effective from July 1, 2024. The leased property will serve as our new headquarters. The portion of the premises subject to the Sublease is approximately 50,632 rentable square feet. Pursuant to the Sublease, we will also have access to additional square feet of common amenities in the Building (“Shared Amenities Space”). The Sublease is expected to commence on or around July 1, 2024 and will end on June 30, 2030. We will be obligated to pay a base rent of an average of $1.4 million annually and a Shared Amenities Space base rent of an average of $0.2 million annually over the term of the lease. Pursuant to the Sublease, under certain circumstances, we also have the right to sublease additional space in the Building. As a result of the agreement, we expect to record a right-of-use asset and corresponding lease liability related to the leased property based on the present value of lease payments in the third quarter of fiscal year 2024.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand our results of operations and financial condition and is provided as a supplement to, and should be read in conjunction with our condensed consolidated financial statements and the accompanying notes to financial statements, risk factors and other disclosures included in this Form 10-Q. Our condensed consolidated financial statements have been prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP").

We make statements in this section that are "forward-looking" within the meaning of the federal securities laws. For a complete discussion of such statements and the potential risks and uncertainties that may affect their accuracy, see the "Risk Factors" section of this Form 10-Q and the "Overview" and "Liquidity and Capital Resources" sections of this MD&A.

Overview

We are a commercial-stage company engaged in the discovery and development of medications to treat severe endocrinologic, oncologic, metabolic and neurologic disorders by modulating the effects of the hormone cortisol. Since 2012, we have marketed Korlym® for the treatment of patients suffering from Cushing's syndrome. Our portfolio of proprietary selective cortisol modulators consists of four structurally distinct series totaling more than 1,000 compounds.

Cushing's Syndrome

Korlym. We sell Korlym in the United States, using experienced sales representatives to call on physicians caring for patients with hypercortisolism ("Cushing's syndrome"). We also have a field-based force of medical science liaisons. We use one specialty pharmacy and one specialty distributor to distribute Korlym and provide logistical support to physicians and patients. Our policy is that no patient with Cushing's syndrome will be denied access to Korlym for financial reasons. To help us achieve that goal, we fund our own patient support programs and donate money to independent charitable foundations that help patients pay for all aspects of their Cushing's syndrome care, whether or not that care includes taking Korlym.

Because many people who suffer from Cushing's syndrome are undiagnosed or inadequately treated, we have developed and continue to refine and expand programs to educate physicians and patients about screening for hypercortisolism and the role Korlym can play in treating patients with the disorder. We have initiated a Phase 4 study ("CATALYST"), to determine the prevalence of Cushing's syndrome in patients with difficult-to-control diabetes (HbA1c of 7.5 percent or higher) despite receiving optimum treatment. Over 1,000 patients have been enrolled in the first phase of the CATALYST study. Approximately 25 percent were identified as having hypercortisolism. Patients found to have hypercortisolism could then choose to enter CATALYST'S second phase, in which patients are randomized 2:1 to receive either Korlym or placebo for 24 weeks. We expect that data from CATALYST will help physicians better identify patients with Cushing's syndrome and determine their optimal treatment.

Relacorilant. We are conducting two Phase 3 trials ("GRACE" and "GRADIENT") of our proprietary, selective cortisol modulator, relacorilant, as a treatment for patients with Cushing's syndrome. Relacorilant was well-tolerated in its Phase 1 and Phase 2 trials. Patients in the Phase 2 trial exhibited meaningful improvements in glucose control, hypertension, weight, liver function, coagulopathy, cognition, mood, insulin resistance and quality of life measures. Relacorilant shares Korlym's affinity for the glucocorticoid receptor ("GR"), but, unlike Korlym, has no affinity for the progesterone receptor ("PR"), and so is not the "abortion pill." It does not cause other effects associated with PR affinity, including endometrial thickening and vaginal bleeding. There is no evidence that relacorilant causes hypokalemia (low potassium), a potentially serious condition that is a leading cause of patients stopping treatment with Korlym. Forty-four percent of patients in Korlym's pivotal trial experienced hypokalemia. Unlike all other medications used to treat Cushing's syndrome, relacorilant does not prolong the heart's QT interval, a potentially deadly off-target effect.

The GRACE trial has two-parts. The first, open-label phase, enrolled 152 patients with any etiology of Cushing's syndrome and either hypertension, hyperglycemia or both. Each patient received relacorilant for 22 weeks. Patients who exhibited pre-specified improvements in either or both symptoms proceeded to GRACE's double-blind, randomized withdrawal phase, in which half of the patients continued to receive relacorilant and half received placebo.

GRACE's primary endpoint is maintenance of blood pressure control in the "randomized withdrawal" phase, with maintenance of glycemic control the key secondary endpoint. Other key secondary and exploratory endpoints in the randomized withdrawal phase include changes in weight, waist circumference, cognitive impairment and Cushing's Quality of Life score.

In April 2024, we announced preliminary results from the open-label phase. Patients in the open-label phase exhibited clinically meaningful and statistically significant improvements in hypertension, hyperglycemia, weight, waist circumference,

cognition and Cushing's Quality of Life score. The drug was well-tolerated. The most common adverse events were mild-to-moderate nausea, edema, pain in extremities and back, and fatigue, which are symptoms consistent with the "cortisol withdrawal" many patients experience following surgery or initiation of medical therapy to treat hypercortisolism. Due to relacorilant's unique mechanism of action, the observed efficacy was seen without increases in cortisol concentrations and relacorilant-induced hypokalemia. In addition, no cases of relacorilant-induced endometrial hypertrophy with or without vaginal bleeding were seen, nor were there any instances of adrenal insufficiency or QT prolongation (independently confirmed).

Rapid and sustained improvements in systolic blood pressure (SBP) and diastolic blood pressure (DBP) were observed in all patients with hypertension, with an improvement in mean SBP of 7.9 mm Hg and mean DBP of 5.4 mm Hg at 22 weeks (p-values: <0.0001). During the open-label phase, 63 percent of patients with hypertension met the study's response criteria. For the patients that entered the randomized withdrawal phase, the observed improvements in hypertension were even greater, with improvements in mean SBP of 12.6 mm Hg and mean DBP of 8.3 mm Hg at 22 weeks (p-values: <0.0001). To ensure accuracy, hypertension was measured by 24-hour ambulatory blood pressure monitoring (ABPM).

Glucose metabolism was measured by several diagnostic tests, including the oral glucose tolerance test (glucose area under the curve or AUCglucose), hemoglobin A1C (HbA1c) and fasting glucose. Clinically meaningful and statistically significant improvements in glucose metabolism were observed for all patients with hyperglycemia, which includes patients with diabetes and impaired glucose tolerance (pre-diabetes). Data showed improvements in mean AUCglucose of 3.3 h*mmol/L, mean HbA1c of 0.3 percent and mean fasting glucose of 12.4 mg/dL at 22 weeks (p-values: <0.0001, 0.03, 0.03, respectively). During the open-label phase, 50 percent of patients with hyperglycemia met the study's response criteria. For the patients that entered the randomized withdrawal phase, the observed improvements in hyperglycemia were even greater with improvements in mean AUCglucose of 6.2 h*mmol/L, mean HbA1c of 0.7 percent and mean fasting glucose of 25.2 mg/dL at 22 weeks (p-values: <0.0001, <0.0001, 0.006, respectively).

Our second Phase 3 trial of relacorilant, GRADIENT, is studying patients with Cushing's syndrome caused by a benign adrenal tumor. These patients often exhibit less severe symptoms or have a more gradual course of disease than patients with other etiologies of Cushing's syndrome, although their health outcomes are ultimately poor. GRADIENT enrolled 137 patients, who have been randomized 1:1 to receive either relacorilant or placebo for 22 weeks. The trial's primary endpoints are improvements in hypertension and/or glucose control.

The United States Food and Drug Administration ("FDA") and the European Commission ("EC") have designated relacorilant as an orphan drug for the treatment of Cushing's syndrome. In the United States, relacorilant's orphan designation confers tax credits, reduced regulatory fees and, provided we obtain approval for the treatment of patients with Cushing's syndrome, seven years of exclusive marketing rights. Benefits of orphan drug designation by the EC are similar, but also include protocol assistance from the European Medicines Agency ("EMA"), access to the centralized marketing authorization procedure in the European Union ("EU") and, if we obtain approval, ten years of exclusive marketing rights in the EU for the treatment of patients with Cushing's syndrome.

Oncology

There is substantial evidence that cortisol activity at the GR reduces the efficacy of certain anti-cancer therapies and that modulating cortisol's activity may help anti-cancer treatments achieve their intended effect. In some cancers, cortisol retards cellular apoptosis – the tumor-killing effect many treatments are meant to stimulate. In other cancers, cortisol activity promotes tumor growth. Cortisol also suppresses the body's immune response; activating – not suppressing – the immune system is beneficial in fighting certain cancers. Many types of solid tumors express the GR and are potential targets for cortisol modulation therapy, among them ovarian, adrenal and prostate cancer.

Relacorilant in Patients with Advanced Ovarian Cancer. We have completed a 178-patient, controlled, multi-center, Phase 2 trial of relacorilant combined with nab-paclitaxel in patients with platinum-resistant ovarian cancer. Study participants were randomized to one of three treatment arms: 60 women received 150 mg of relacorilant intermittently (the day before, the day of and the day after their weekly nab-paclitaxel infusion) and 58 women received a daily relacorilant dose of 100 mg per day in addition to nab-paclitaxel. Sixty women received nab-paclitaxel alone. The trial's primary endpoint was progression-free survival (i.e., the time from random assignment in a clinical trial to tumor progression or death from any cause or "PFS").

Patients in both of the relacorilant plus nab-paclitaxel treatment arms experienced longer PFS than did the patients who received nab-paclitaxel alone. Patients who received a higher dose of relacorilant intermittently exhibited a statistically significant improvement in median PFS (5.6 months versus 3.8 months, hazard ratio: 0.66; p-value: 0.038). Patients who received a lower dose of relacorilant daily exhibited a median PFS that was 1.5 months longer than did the patients who received nab-paclitaxel alone (5.3 months versus 3.8 months, hazard ratio: 0.83; p-value: not significant). Patients who received relacorilant intermittently also had a longer median duration of response ("DoR") (5.6 months versus 3.7 months, hazard ratio: 0.36; p-value: 0.006) compared to those who received nab-paclitaxel alone. Patients who received relacorilant intermittently

also lived longer (median OS: 13.9 months versus 12.2 months, hazard ratio: 0.67; p-value: 0.066) compared to those who received nab-paclitaxel alone.

In this trial, the addition of relacorilant to treatment with nab-paclitaxel did not create an additional adverse event burden for patients. Safety and tolerability of relacorilant plus nab-paclitaxel were comparable to nab-paclitaxel monotherapy.

The final analysis from our Phase 2 trial was published in the *Journal of Clinical Oncology* (Colombo et al., 2023), the premiere journal of the American Society of Clinical Oncology (ASCO).

Our pivotal Phase 3 trial ("ROSELLA") seeks to replicate the positive results observed in our Phase 2 study. Enrollment in ROSELLA is complete. Three hundred eighty-one women with recurrent, platinum-resistant ovarian cancer were randomized 1:1 to receive either 150 mg of relacorilant intermittently in addition to nab-paclitaxel or nab-paclitaxel monotherapy. ROSELLA's primary endpoint is PFS, with overall survival a key secondary endpoint. Patients enrolled in ROSELLA were required to have received prior bevacizumab therapy, which is the approved standard of care for patients with platinum-resistant ovarian cancer. Women with a history of tumors that do not respond to initial platinum-based treatments (i.e., women with "primary platinum-refractory" disease) and those who have received more than three prior lines of therapy were excluded.

Relacorilant in Patients with Adrenal Cancer with Cortisol Excess. We are conducting an open-label, Phase 1b trial of relacorilant plus the PD-1 checkpoint inhibitor pembrolizumab in patients with metastatic or unresectable adrenal cancer whose tumors produce cortisol. The trial is examining whether adding relacorilant to pembrolizumab therapy reduces cortisol-activated immune suppression sufficiently to help pembrolizumab achieve its intended tumor-killing effect. Relacorilant is also expected to treat the patients' Cushing's syndrome generated by their tumors' excess production of cortisol.

Relacorilant in Patients with Prostate Cancer. Androgen deprivation is the standard treatment for prostate cancer because androgens stimulate prostate tumor growth. Tumors often escape androgen deprivation therapy when cortisol's activity at the GR stimulates tumor growth. Combining a cortisol modulator with an androgen modulator may block this escape route. Our collaborators at the University of Chicago have initiated a randomized, placebo-controlled Phase 2 trial of relacorilant plus enzalutamide in patients with prostate cancer, pre-prostatectomy. We are providing relacorilant and placebo for the study and have licensed patents covering the use of relacorilant combined with anticancer agents such as enzalutamide in the treatment of patients with this indication.

Amyotrophic Lateral Sclerosis ("ALS")

ALS, also known as Lou Gehrig's disease, is a devastating neuromuscular illness. Our selective cortisol modulator dazucorilant improved motor performance and reduced neuroinflammation and muscular atrophy in an animal model of ALS. Following these compelling results, we initiated a Phase 2 trial ("DAZALS") of dazucorilant in patients with ALS. Enrollment is complete. Two hundred forty-nine patients were randomized on a double-blind basis 1:1:1 to receive either 150 mg of dazucorilant, 300 mg of dazucorilant or placebo daily for 24 weeks. DAZALS' primary endpoint is the difference on the ALS Functional Rating Scale-Revised (ALSFRS-R) between patients receiving dazucorilant and patients receiving placebo.

Metabolic Diseases

Liver Disease. Nonalcoholic steatohepatitis ("NASH"), also referred to as metabolic dysfunction-associated steatohepatitis ("MASH"), is an advanced form of nonalcoholic fatty liver disease that afflicts millions of patients and is a leading cause of liver-related mortality. In April 2021, we suspended our Phase 2a trial of our selective cortisol modulator miricorilant as a potential treatment for NASH after four of the five patients who received miricorilant exhibited both elevated liver enzymes and large, rapid reductions in liver fat. Liver enzyme levels in all affected patients returned to baseline or below baseline (i.e., to healthier levels) after miricorilant was withdrawn. Our Phase 1b study has identified a dosing regimen that reduced liver fat, improved liver health and key metabolic and lipid measures and was well-tolerated. Following these compelling results, we initiated a Phase 2b trial ("MONARCH") of miricorilant in patients with NASH in October 2023. MONARCH has a planned enrollment of 150 patients, randomized 2:1 to receive either 100 mg of miricorilant twice weekly or placebo for 48 weeks. The primary endpoint is reduction in liver fat, with NASH resolution and fibrosis improvement as key secondary endpoints.

Antipsychotic-Induced Weight Gain ("AIWG"). In the United States, six million people take antipsychotic medications such as olanzapine and risperidone to treat illnesses such as schizophrenia, bipolar disorder and depression. While these drugs are very effective, they often cause rapid and sustained weight gain, other metabolic disturbances and, ultimately, cardiovascular disease. Patients taking these medications experience a 10 to 25-year reduction in life expectancy, due largely to increased cardiovascular events, such as heart attacks and strokes. Patients in our two double-blind, placebo-controlled, Phase 2 trials ("GRATITUDE" and "GRATITUDE II") of miricorilant with already existing weight gain stimulated by anti-psychotic medication did not exhibit weight loss. However, numerous replicated pre-clinical study results as well as the results of our

double-blind, placebo-controlled trial in healthy subjects (published in the *Journal of Clinical Psychopharmacology* (Hunt et al., 2021)) suggest that miricorilant may prevent weight gain caused by the administration of olanzapine. In October 2023, we initiated a double-blind, placebo-controlled, Phase 1 trial to further study miricorilant's potential to prevent AIWG.

Inflation Reduction Act of 2022

The Inflation Reduction Act of 2022 ("IRA") was enacted on August 16, 2022. The IRA includes provisions requiring manufacturers to pay a rebate to the Centers for Medicare & Medicaid Services ("CMS") if the price of a Medicare Part B or Part D drug increases faster than the rate of inflation. In addition, beginning in 2025, the IRA will also shift a significant portion of the Medicare beneficiary costs currently borne by the government and beneficiaries to manufacturers. We anticipate this provision will significantly limit the revenue we receive from Medicare patients and may materially reduce our profits. The IRA permits CMS to negotiate prices for certain high-expenditure Medicare Part B or Part D drugs.

The IRA also imposes a one percent excise tax on certain share repurchases and introduces a 15 percent corporate alternative minimum tax on adjusted financial statement income. The corporate alternative minimum tax became effective for us on January 1, 2024. We do not expect it to significantly affect our consolidated financial statements.

Please see the risk factor under Item 1A of this Quarterly Report on Form 10-Q, "*New laws, government regulations, or changes to existing laws and regulations could make it difficult or impossible for us to obtain acceptable prices or adequate insurance coverage and reimbursement for Korlym, which would adversely affect our results of operations and financial position*."

Results of Operations

Net Product Revenue – Net product revenue is gross product revenue from sales to our customers less deductions for estimated government rebates and chargebacks, patient co-pay assistance program, discounts provided to our specialty distributor for prompt payment and reserves for expected returns.

Net product revenue was $146.8 million for the three months ended March 31, 2024, compared to $105.7 million for the comparable period in 2023. For the three months ended March 31, 2024, higher sales volumes accounted for 67.6 percent of the increase, with the remaining growth due to a price increase effective January 1, 2024.

Cost of sales – Cost of sales includes the cost of the active pharmaceutical ingredient ("API"), tableting, packaging, personnel, overhead, stability testing and distribution.

Cost of sales was $2.5 million for the three months ended March 31, 2024, compared to $1.4 million for the comparable period in 2023. Cost of sales as a percentage of revenue was 1.7 percent and 1.3 percent for the three months ended March 31, 2024 and 2023, respectively. The increase was primarily due to a one-time $0.5 million write-off of API that was scrapped during the manufacturing phase.

Research and development expense – Research and development expense includes the cost of (1) clinical trials, (2) recruiting and compensating development personnel, (3) manufacturing investigational drug product, (4) preclinical studies, (5) drug discovery research and (6) the development of new drug formulations and manufacturing processes.

Research and development expense was $58.5 million for the three months ended March 31, 2024, compared to $40.9 million for the comparable period in 2023. The increase was primarily due to increased spending on the advancement and completion of our development programs.

	Three Months Ended March 31,	
	2024	2023
	(in thousands)	
Development programs:		
Oncology	$ 17,685	$ 7,250
Cushing's syndrome	10,811	10,974
Metabolic diseases	10,989	7,172
Pre-clinical and early-stage selective cortisol modulators and ALS	8,670	7,464
Unallocated activities, including manufacturing and regulatory activities	6,429	4,507
Stock-based compensation	3,921	3,484
Total research and development expense	$ 58,505	$ 40,851

It is difficult to predict the timing and cost of development activities, which are subject to many uncertainties and risks, including inconclusive or negative results, slow patient enrollment, adverse side effects and difficulties in the formulation or manufacture of study drugs and lack of drug-candidate efficacy. In addition, clinical development is subject to government oversight and regulations that may change without notice. We expect our research and development expense to be higher in 2024 than in 2023 as our clinical programs advance. Research and development spending in future years will depend on the outcome of our pre-clinical and clinical trials and our development plans.

Selling, general and administrative expense – Selling, general and administrative expense includes (1) compensation of employees, consultants and contractors engaged in commercial and administrative activities, (2) the cost of vendors supporting commercial activities and (3) legal and accounting fees.

Selling, general and administrative expense was $56.3 million for the three months ended March 31, 2024, compared to $48.6 million for the comparable period in 2023. The increase was due to increased employee compensation expenses and sales and marketing activities.

We expect our selling, general and administrative expense to be higher in 2024 than in 2023 due to increased commercial and administrative activities, including litigation and administrative support for increased research and development and marketing efforts.

Interest and other income – Interest and other income was $5.5 million for the three months ended March 31, 2024, compared to $3.6 million for the comparable period in 2023 and consisted primarily of interest income from marketable securities. The increase was due to a higher cash and investment balance and market-wide increases in interest rates.

Income tax expense – Income tax expense was $7.2 million for the three months ended March 31, 2024, compared to $2.6 million for the comparable period in 2023. The increase in income tax expense during the three months ended March 31, 2024 was primarily due to increased pretax book income compared to the corresponding period in 2023.

Liquidity and Capital Resources

Since 2015, we have relied on revenues from the sale of Korlym to fund our operations.

Based on our current plans and expectations, we expect to fund our operations and planned research and development activities over the next 12 months and beyond without needing to raise additional funds, although we may choose to raise additional funds for other reasons. If we were to raise funds, equity financing would be dilutive, debt financing could involve restrictive covenants and funds raised through collaborations with other companies may require us to relinquish certain rights in our product candidates.

As of March 31, 2024, we had cash, cash equivalents and marketable securities of $451.0 million, consisting of cash and cash equivalents of $149.8 million and marketable securities of $301.3 million, compared to cash, cash equivalents and marketable securities of $425.4 million, consisting of cash and cash equivalents of $135.6 million and marketable securities of $289.8 million as of December 31, 2023.

The cash in our bank accounts and our marketable securities could be reduced or our access to them restricted if the financial institutions holding them were to fail or severely adverse conditions were to arise in the markets for public or private debt securities. We have never experienced a material lack of access to cash or material realized losses.

Net cash provided by operating activities was $23.8 million for the three months ended March 31, 2024, compared to $26.0 million for the comparable period in 2023. This decrease was due to an increase in trade receivables resulting from the timing of sales during the three months ended March 31, 2024 compared to the three months ended March 31, 2023, partially offset by increases in net income and additional changes in operating assets and liabilities.

Net cash used in investing activities was $9.0 million for the three months ended March 31, 2024, compared to net cash provided by investing activities of $207.5 million for the comparable period in 2023. The decrease was primarily due to allocation of cash proceeds from maturities of marketable securities towards cash equivalents in anticipation of the closing of our tender offer in the comparable period in 2023.

Net cash used in financing activities was $0.5 million for the three months ended March 31, 2024, compared to net cash provided by financing activities of $0.2 million for the comparable period in 2023. In the three months ended March 31, 2024, we spent $0.9 million acquiring shares of our common stock in connection with the net exercise of employee and director stock options, $0.9 million to satisfy tax withholding requirements from vesting of restricted stock grants and $0.5 million in connection with the Stock Repurchase Program, offset by $0.7 million received from the exercise of stock options and $0.9 million received in connection with our ESPP. In the three months ended March 31, 2023, we spent $1.1 million acquiring shares of our common stock in connection with the net exercise of employee and director stock options and $0.1 million to satisfy tax withholding requirements from vesting of restricted stock grants, offset by $0.2 million received from the exercise of stock options and $1.2 million received in connection with our ESPP.

As of March 31, 2024, we had retained earnings of $430.3 million.

Contractual Obligations and Commitments

Our contractual payment obligations and purchase commitments are disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023. Our payment obligations and purchase commitments did not change materially during the three months ended March 31, 2024. See Note 4 to our Unaudited Condensed Consolidated Financial Statements for more information regarding our purchase commitments.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements have been prepared in accordance with U.S. GAAP, which requires us to make estimates and judgments that affect the amount of assets, liabilities and expenses we report. We base our estimates on historical experience and on other assumptions we believe to be reasonable. Actual results may differ from our estimates. Our significant accounting policies are described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. There were no changes that occurred during the fiscal quarter covered by this report that materially affected, or are reasonably likely to materially affect, our critical accounting policies and estimates.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our market risks as of March 31, 2024 are disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023. The market risks associated with our cash, cash equivalents and marketable securities, which consist entirely of debt instruments with original maturities of less than 27 months, did not change materially during the three months ended March 31, 2024.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures. As of March 31, 2024, our management conducted an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act"). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of March 31, 2024, our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to the officers who certify our financial reports and to the members of the Company's senior management and board of directors as appropriate to allow timely decisions regarding required disclosure at the reasonable assurance level.

Changes in internal control over financial reporting. Our Chief Financial Officer and other members of management evaluated the changes in our internal control over financial reporting during the quarter ended March 31, 2024 and concluded that there was no change during the quarter that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Teva Litigation

In February 2018, we received a Paragraph IV Notice Letter advising that Teva Pharmaceuticals USA, Inc. ("Teva") had submitted an Abbreviated New Drug Application ("ANDA") to the FDA seeking authorization to manufacture and sell a generic version of Korlym prior to the expiration of patents related to Korlym that are listed in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations (the "Orange Book"). In March 2018, we filed a lawsuit in the United States District Court for the District of New Jersey ("D.N.J.") against Teva for infringement of our patents. In August 2020, Teva received final approval from the FDA for its ANDA in accordance with the Hatch-Waxman Act. In May 2019, Teva submitted to the Patent Trial and Appeal Board ("PTAB") a petition for post-grant review ("PGR") of U.S. Patent No. 10,195,214 (the "'214 patent"). The PTAB agreed to initiate the PGR, and in November 2020, issued a decision upholding the validity of the '214 patent in its entirety, which decision the Federal Circuit Court of Appeals upheld. This matter is closed. In D.N.J., the parties completed briefing on cross-motions for summary judgment regarding infringement of the '214 patent in July 2021. On February 27, 2023, the Court denied both motions without prejudice.

The patents currently at issue are the ′214 patent and U.S. Patent No. 10,842,800 (the "'800 patent"). Trial was held from September 26, 2023 through September 28, 2023 before Judge Renee Marie Bumb. On December 29, 2023, Judge Bumb ruled that Teva's proposed generic product would not infringe either the '214 or '800 patent. We have appealed that ruling to the United States Court of Appeals for the Federal Circuit. Teva has announced the launch of its generic product.

We will vigorously enforce our intellectual property rights relating to Korlym but cannot predict the outcome of these matters.

Hikma ANDA Litigation and Settlement

In February 2021, we received a Paragraph IV Notice Letter advising that Hikma Pharmaceuticals USA Inc. ("Hikma") had submitted an ANDA to the FDA seeking authorization to manufacture, use or sell a generic version of Korlym in the United States.

In March 2021, we filed a lawsuit in the United States District Court for the District of New Jersey against Hikma for infringement of the '214 patent, U.S. Patent No. 10,500,216, the '800 patent and U.S. Patent No. 10,842,801.

On December 7, 2022, we entered into an agreement with Hikma resolving this litigation. Pursuant to the agreement, we have granted Hikma the right to sell a generic version of Korlym in the United States beginning October 1, 2034 or earlier under circumstances customary for settlement agreements of this type, including following the start of Teva's sales of generic product. As required by law, we submitted the settlement agreement to the United States Federal Trade Commission and the United States Department of Justice for review.

Other Matters

In March 2019, a purported securities class action complaint was filed in the United States District Court for the Northern District of California by Nicholas Melucci (*Melucci v. Corcept Therapeutics Incorporated, et al.*, Case No. 5:19-cv-01372-LHK) (the "Melucci litigation"). The complaint named us and certain of our executive officers as defendants asserting violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder and alleges that the defendants made false and materially misleading statements and failed to disclose adverse facts about our business, operations and prospects. The complaint asserts a putative class period extending from August 2, 2017 to February 5, 2019 and seeks unspecified monetary relief, interest and attorneys' fees. In October 2019, the Court appointed a lead plaintiff and lead counsel. The lead plaintiff's consolidated complaint was filed in December 2019. With respect to these allegations, we have stated, from the beginning, that we have done nothing wrong.

On February 8, 2023, we reached an agreement in principle (the "Proposed Settlement") to resolve all claims in the Melucci litigation. Under the Proposed Settlement, we have agreed to make a one-time payment of $14.0 million, which will be covered in full by our insurers. The Court granted preliminary approval of the Proposed Settlement on January 4, 2024, following which we paid $14.0 million into escrow. Our insurers reimbursed us in full. The Proposed Settlement does not include an admission of liability on our part. The Proposed Settlement is subject to the final approval of the Court. The Court has issued its preliminary approval and has scheduled a hearing with respect to final approval on June 6, 2024.

In September 2019, a purported shareholder derivative complaint was filed in the United States District Court for the District of Delaware by Lauren Williams, captioned *Lauren Williams v. G. Leonard Baker, et al.*, Civil Action No. 1:19-cv-01830. The complaint named our board of directors, Chief Executive Officer and current Chief Business Officer as defendants, and us as nominal defendant. The complaint alleges breach of fiduciary duty, violation of Section 14(a) of the Exchange Act, insider selling, misappropriation of insider information and waste of corporate assets and seeks damages in an amount to be proved at trial. In October 2019, this action was stayed pending a resolution of our motions to dismiss the Melucci litigation. In December 2020, the case was further stayed pending a resolution of our motion to dismiss the third amended complaint in the Melucci litigation. In September 2021, the case was further stayed pending a resolution of the Melucci litigation. We expect the stay to be lifted as the Melucci litigation proceeds to resolution.

In December 2019, a second purported shareholder derivative complaint was filed in the United States District Court for the District of Delaware by Jeweltex Pension Plan, captioned *Jeweltex Pension Plan v. James N. Wilson, et al.*, Civil Action No. 1:19-cv-02308. The complaint named our board of directors, Chief Executive Officer and current Chief Business Officer as defendants, and us as nominal defendant. The complaint alleges causes of action for breach of fiduciary duty, violation of Section 14(a) of the Exchange Act, waste of corporate assets, contribution and indemnification, aiding and abetting, and gross mismanagement. The complaint seeks damages in an amount to be proved at trial. In April 2020, this action was stayed pending a resolution of our motions to dismiss the Melucci litigation. In December 2020, the case was further stayed pending a resolution of our motion to dismiss the third amended complaint in the Melucci litigation. We expect the stay to be lifted as the Melucci litigation proceeds to resolution.

In January 2022, a purported shareholder derivative complaint was filed in the Delaware Court of Chancery by Joel B. Ritchie, captioned Joel B. Ritchie v. G. Leonard Baker, et al., Case No. 2022-0102-SG. The complaint named our Board of Directors, Chief Executive Officer, current Chief Business Officer and President of Corcept Endocrinology as defendants, and us as nominal defendant. The complaint alleges a single cause of action for breach of fiduciary duty. The complaint seeks damages in an amount to be proved at trial. In April 2022, the case was further stayed pending a resolution of the Melucci litigation. On March 22, 2024, the stay was lifted.

We will respond vigorously to the above allegations but cannot predict the outcome of these matters.

In November 2021, we received a records subpoena from the United States Attorney's Office for the District of New Jersey (the "NJ USAO") pursuant to Section 248 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") seeking information relating to the sale and promotion of Korlym, our relationships with and payments to health care professionals who can prescribe or recommend Korlym and prior authorizations and reimbursement for Korlym. The NJ USAO has informed us that it is investigating whether any criminal or civil violations by us occurred in connection with the matters referenced in the subpoena. It has also informed us that it does not currently consider us a defendant but rather an entity whose conduct is within the scope of the government's investigation.

In addition to the above-described matters, we are involved from time-to-time in other legal proceedings arising in the ordinary course of our business. Although the outcome of any such matters and the amount, if any, of our liability with respect to them cannot be predicted with certainty, we do not believe that they will have a material adverse effect on our business, results of operations or financial position.

ITEM 1A. RISK FACTORS

Investing in our common stock involves significant risks. Before investing, carefully consider the risks described below and the other information in this quarterly report, including our condensed consolidated financial statements and related notes. The risks and uncertainties described below are the ones we believe may materially affect us. There may be others of which we are unaware that could materially harm our business or financial condition and cause the price of our stock to decline, in which case you could lose all or part of your investment.

Summary of Principal Risks

The following bullet points summarize the principal risks we face, each of which could adversely affect our business, operations and financial results. Below, we have arranged these risks by the part of our business they most directly affect.

Risks Related to our Commercial Activities

- Failure to generate sufficient revenue from the sale of Korlym would harm our financial results and would likely cause our stock price to decline.
- If a generic version of Korlym is successfully commercialized, our business, results of operations and financial position would be adversely affected.

- New laws, government regulations, or changes to existing laws and regulations could make it difficult or impossible for us to obtain acceptable prices or adequate insurance coverage and reimbursement for Korlym, which would adversely affect our results of operations and financial position.

Risks Related to our Research and Development Activities

- Our efforts to discover, develop and commercialize our product candidates may not succeed. Clinical drug development is lengthy, expensive and often unsuccessful. Results of early studies and trials are often not predictive of later trial results. Failure can occur at any time. Even if we deem that our product candidates' clinical trial results demonstrate safety and efficacy, regulatory authorities may not agree. Failure to obtain or maintain regulatory approvals for our product candidates would prevent us from commercializing them.
- Vendors perform many of the activities necessary to carry out our clinical trials, including drug product distribution, trial management and oversight and data collection and analysis. Failure of these vendors to perform their duties or meet expected timelines may prevent or delay approval of our product candidates.

Risks Relating to our Intellectual Property

- To succeed, we must secure, maintain and effectively assert adequate patent protection for the composition and methods of use of our proprietary, selective cortisol modulators and for the use of Korlym to treat Cushing's syndrome.

Risks Related to our Stock

- The price of our common stock fluctuates widely and is likely to continue to do so. Opportunities for investors to sell shares may be limited.
- Our stock price may decline if our financial performance does not meet the guidance we have provided to the public, estimates published by research analysts or other investor expectations.

General Risks

- We rely on information technology to conduct our business. A breakdown or breach of our information technology systems or our failure to protect confidential information concerning our business, patients or employees could interrupt the operation of our business and subject us to liability.

Risk Factors – Discussion

The following section discusses the principal risks listed above, as well as other risks we believe to be material.

Risks Related to our Commercial Activities

Failure to generate sufficient revenue from the sale of Korlym would harm our financial results and would likely cause our stock price to decline.

Our ability to generate revenue and to fund our commercial operations and development programs is dependent on the sale of Korlym to treat patients with Cushing's syndrome. Physicians will prescribe Korlym only if they determine that it is preferable to other treatments, even if those treatments are not approved for Cushing's syndrome. Most physicians are inexperienced diagnosing or caring for patients with Cushing's syndrome and it can be hard to persuade them to identify appropriate patients and treat them with Korlym.

Many factors could limit our Korlym revenue, including:

- the preference of some physicians for competing treatments for Cushing's syndrome, including off-label treatments and generic versions of Korlym; and

- lack of availability of government or private insurance, the shift of a significant number of patients to Medicaid, which reimburses Korlym at a significantly lower price, or the introduction of government price controls or other price-reducing regulations, such as the Inflation Reduction Act of 2022, that may significantly limit Medicare reimbursement rates.

Failure to generate sufficient Korlym revenue could prevent us from fully funding our planned commercial and clinical activities and would likely cause our stock price to decline.

If a generic version of Korlym is successfully commercialized, our business, results of operations and financial position would be adversely affected.

In January 2024, Teva launched a generic version of Korlym. We have sued Teva in Federal District Court with respect to its generic version of Korlym. On December 29, 2023, the Court issued a ruling in that case finding that Teva's generic product would not infringe the patents we have asserted against Teva. We have appealed that decision to the Federal Circuit Court of Appeals, but there can be no assurance our appeal will be successful. If Teva's launch is successful, it may materially harm our results of operations and financial condition, even if our appeal is successful and Teva is required to withdraw its product and pay us damages.

We had also sued Sun and Hikma with respect to their proposed generic versions of Korlym, although we settled those lawsuits in June 2021 and December 2022, respectively. The terms of these settlements permit entry by Sun and Hikma, with customary restrictions, following the commercial launch of Teva's product, provided the FDA has approved their product and Teva's product remains commercially available. The availability of generic versions of Korlym offered by Sun or Hikma could materially harm our results of operations and financial condition, even if our on-going appeal against Teva is successful and Teva, Sun and Hikma were required to withdraw their products and pay us damages. Please see *"Part II, Item 1, Legal Proceedings"* for additional details.

The availability of any generic version of Korlym could cause our revenue to decline and materially harm our results of operations and financial position. Competition from a generic version of Korlym may also cause our revenue to be materially less than the public guidance we have provided, which would likely cause the price of our common stock to decline.

Legal action to enforce or defend intellectual property rights is complex, costly and involves significant commitments of management time. Other companies may seek FDA approval to market generic versions of Korlym, in which case we will vigorously protect our intellectual property. However, there can be no assurance our efforts will be successful.

Other companies offer different medications to treat patients with Cushing's syndrome. The availability of competing treatments could limit our revenue from Korlym.

Since 2012, a medication owned by the Italian pharmaceutical company Recordati-S.p.A., the somatostatin analogue Signifor® (pasireotide) Injection, has been marketed in both the United States and the EU for adult patients with Cushing's disease (a subset of Cushing's syndrome). On March 6, 2020, the FDA granted Recordati approval to market another cortisol synthesis inhibitor, Isturisa® (osilodrostat) tablets, to treat patients with Cushing's disease. Osilodrostat is approved in the EU for the treatment of patients with Cushing's syndrome.

On December 30, 2021, Xeris received FDA approval to market the cortisol synthesis inhibitor Recorlev® (levoketoconazole) to treat patients with Cushing's syndrome in the United States. Levoketoconazole is an enantiomer of the generic anti-fungal medication, ketoconazole, that is prescribed off-label to treat patients with Cushing's syndrome.

Osilodrostat and levoketoconazole have been designated orphan drugs in both the EU and the United States.

Physician preference for any of these medications, or for the off-label use of generic medications such as ketoconazole, to treat patients with Cushing's syndrome could reduce our revenue materially and harm our results of operations, which would cause our stock price to decline.

New laws, government regulations, or changes to existing laws and regulations could make it difficult or impossible for us to obtain acceptable prices or adequate insurance coverage and reimbursement for Korlym, which would adversely affect our results of operations and financial position.

The commercial success of Korlym depends on the availability of acceptable pricing and adequate insurance coverage and reimbursement. Government payers, including Medicare, Medicaid and the Veterans Administration, as well as private insurers and health maintenance organizations, are increasingly attempting to contain healthcare costs by limiting reimbursement for medicines. In many foreign markets, drug prices and the profitability of prescription medications are subject to government control. In the United States, we expect that there will continue to be federal and state proposals for similar controls. Also, the trends toward managed health care in the United States and recent laws and legislation intended to increase the public visibility of drug prices and reduce the cost of government and private insurance programs could significantly influence the purchase of health care services and products and may result in lower prices for Korlym. If government or private payers cease to provide adequate and timely coverage, pricing and reimbursement for Korlym, physicians may not prescribe the medication and patients may not purchase it, even if it is prescribed, or the price we receive may be reduced, which would reduce our revenue.

In the United States, there have been and continue to be legislative initiatives to contain healthcare costs. The IRA significantly changed the way Medicare pays for prescription drugs. The IRA requires the Secretary of the U.S. Department of Health and Human Services ("HHS") to negotiate Medicare prices for selected drugs and biologicals, including both physician-administered products covered under Medicare's Part B benefit and self-administered drugs such as Korlym that are covered under the Part D benefit. Each year, the Secretary will select for price negotiation a specified number of negotiation-eligible drugs with the highest total Part B or D expenditures over the preceding 12-month period. To be eligible for price negotiation a drug must have been on the market for at least seven years without generic competition. Orphan drugs indicated for only one rare disease or condition and drugs with less than $200 million in annual Medicare expenditures are exempt from the negotiation program. For the first two years of the program, 2026 and 2027, only Part D drugs are eligible. The Secretary will publish the negotiated price, known as the "Maximum Fair Price" ("MFP"), for each of the selected products. Manufacturers of selected drugs would be required to offer the drug for Medicare recipients at the MFP. Manufacturers who fail to negotiate with the Secretary or offer their drug at to Medicare recipients at the MFP can face significant civil money penalties or excise tax liability on sales of that drug. If Korlym or any drug we commercialize becomes eligible for Medicare negotiation, the revenue we generate from sales of that drug may be significantly reduced.

The IRA also establishes an inflation rebate program that requires manufacturers to pay rebates to the Medicare program if any of the medications they provide Medicare recipients increase in price faster than the rate of inflation. The Part D inflation rebate provision went into effect on October 1, 2022. Although manufacturers are generally familiar with inflation rebates under the Medicaid program, where they have existed for decades, the IRA represents the first time that inflation rebates have been extended to the Medicare program. The inflation rebate provision applies to any medication sold to Medicare recipients, whether or not that medication is subject to Medicare price negotiation.

Beginning in 2025, the IRA will also shift a significant portion of the Medicare beneficiary costs from the government and beneficiaries to manufacturers. We anticipate that this provision will significantly limit the revenue we receive and may materially reduce our revenue and profits.

We make grants to independent charitable foundations that help financially needy patients with their premium, co-pay, and co-insurance obligations with respect to their Cushing's syndrome treatment, whether that treatment includes Korlym or not. There has been enhanced scrutiny of company-sponsored patient assistance programs, including insurance premium and co-pay assistance programs and donations to third-party charities that provide such assistance. As a result of this scrutiny, these assistance programs and charities may decide to reduce or eliminate entirely the assistance they provide to patients, which could result in fewer patients receiving the financial support they need to cover the cost of their Cushing's syndrome care, including the cost of medication, which may include Korlym.

We expect governmental oversight and scrutiny of pharmaceutical companies to increase and that there will be additional attempts to change the healthcare system in ways that could harm our ability to sell Korlym and any other drugs we commercialize profitably, including new policies intended to curb healthcare costs, such as federal and state controls on reimbursement for drugs (including under Medicare and commercial health plans), new or increased requirements to pay prescription drug rebates and penalties to government health care programs and policies that require drug companies to disclose and justify the prices they charge.

We depend on vendors to manufacture Korlym's active ingredient, form it into tablets, package it and dispense it to patients. We also depend on vendors to manufacture the active pharmaceutical ingredient ("API") and capsules or tablets for our product candidates. If our suppliers become unable or unwilling to perform these functions and we cannot transfer these activities to other vendors in a timely manner, our business will be harmed.

In the event any of our vendors fails to perform its contractual obligations to us or is materially impaired in its performance, we may experience disruptions and delays in our ability to deliver Korlym to patients or investigational drugs to patients in our clinical trials, which would adversely affect our business, results of operations and financial position.

Our single specialty pharmacy, Optime, dispenses Korlym and performs related pharmacy and patient support services, including the collection of payments from insurers representing approximately 99 percent of our revenue. If Optime does not adhere to its agreements with payers or does not continue to meet regulatory requirements concerning pharmacy operations, it may not be able to collect on our behalf some or all of the payments due to us. In addition, if Optime becomes unable or unwilling to perform its obligations under our agreement, we may not be able to dispense Korlym in a timely manner to some or all of our patients. Effective April 1, 2024, we extended our agreement with Optime through March 31, 2027, with automatic renewal for successive three-year terms. The agreement is subject to customary termination provisions, including the right of

Optime to terminate in the event of a material breach by us that we do not cure in a reasonable period of time after receiving written notice. In addition, we may terminate the agreement for convenience.

The facilities used by our vendors to manufacture and package the API and drug product for Korlym and our product candidates and distribute them to hospitals, clinics and patients, must be approved by government regulators in the United States, Europe, and elsewhere. We do not control the activities of these vendors, including whether they maintain adequate quality control and hire qualified personnel. We are dependent on them for compliance with the regulatory requirements known as current good manufacturing practices ("cGMPs"). If our vendors cannot manufacture material that conforms to our specifications and the strict requirements of the FDA or others, they will not be able to maintain regulatory authorizations for their facilities and we could be prohibited from using the API or drug product they have provided. If the FDA, European Medicines Agency ("EMA"), the Medicines and Healthcare products Regulatory Agency ("MHRA") or other regulatory authorities withdraw regulatory authorizations of these facilities, we may need to find alternative vendors or facilities, which would be time-consuming, complex and expensive and could significantly hamper our ability to develop, obtain regulatory approval for and market our products. Sanctions could be imposed on us, including fines, injunctions, civil penalties, refusal of regulators to approve our product candidates, delays, suspensions or withdrawals of approvals, seizures or recalls of products, operating restrictions and criminal prosecutions, any of which could harm our business. In addition, our reputation as a reliable sponsor of clinical studies would be harmed, which would make it more difficult for us to develop our drug candidates.

Public perception of mifepristone based on its other uses may limit our ability to sell Korlym.

The active ingredient in Korlym, mifepristone, is approved by the FDA in another drug for the termination of early pregnancy. On June 24, 2022, the United States Supreme Court published its decision in the case of Dobbs v. Jackson Women's Health Organization ("Dobbs"), which overturned Roe v. Wade, the 1973 Supreme Court decision that had established a woman's right to terminate her pregnancy, subject to certain limitations. Dobbs has stimulated many states to enact laws affecting the legality of abortion, and mifepristone, including during early pregnancy and under specific conditions of use. More laws banning or heavily restricting termination of pregnancy may be adopted and existing laws may be made more restrictive. Two highly publicized cases regarding mifepristone are pending. The first seeks to invalidate the FDA's removal of restrictions on access to mifepristone under the Risk Evaluation and Mitigation Strategy (or REMS) for that drug. The other seeks to uphold the FDA's approval and prevent the agency from taking any action that would further restrict access to mifepristone in certain jurisdictions. On April 7, 2023, the United States District Court for the Northern District of Texas Amarillo Division issued a preliminary injunction "staying" the FDA's approval of the NDA for mifepristone, and on the same day, the United States District Court in the Eastern District of Washington issued a ruling ordering the FDA to maintain the current availability of mifepristone in 17 states and Washington, D.C. Under a stay order granted by the United States Supreme Court to permit the continued availability of mifepristone under currently approved conditions, the Fifth Circuit issued its ruling on the preliminary injunction in August, and the case is currently pending before the Supreme Court. The timing and outcome of this case and any related cases, as well as any subsequent cases, is uncertain. In addition, heightened public awareness of mifepristone as an abortifacient may draw the attention of hostile state government officials or political activists to Korlym – as could additional publicization of restrictions on distribution of mifepristone for unlawful abortion under various state and federal laws. This may be the case even though Korlym is not approved for the termination of pregnancy, we do not promote it for that use and we have taken measures to minimize the chance that it will accidentally be prescribed to a pregnant woman. In addition, physicians and patients may choose not to use Korlym as a treatment for Cushing's syndrome simply to avoid the risk of terminating a pregnancy.

Natural disasters, such as earthquakes, fires, extreme weather events or widespread outbreaks of a deadly disease such as COVID-19, could disrupt our commercial and clinical activities or damage or destroy clinical trial sites, our office spaces, the residences of our employees or the facilities or residences of our vendors, contractors or consultants, which could significantly harm our operations.

A resurgence of COVID-19 or the widespread occurrence of another deadly illness could adversely affect our business, operations and financial results. The COVID-19 pandemic made it difficult to grow our commercial business and slowed the pace of some of our clinical trials.

We are also vulnerable to natural disasters, including earthquakes, fires, hurricanes, floods, blizzards and the extended periods of extreme heat, cold and precipitation made more frequent and severe by global warming. For example, our headquarters are in the San Francisco Bay Area, which experiences earthquakes, wildfires and flooding. Our specialty pharmacy, tablet manufacturers and warehouses are in areas subject to hurricanes and tornadoes. All our activities, as well as the activities of our vendors, consultants, clinical investigators, patients, physicians and regulators, are subject to the risks posed by global warming.

The loss of life, property damage and disruptions to electrical power distribution, communications, travel and shipping caused by natural disasters could make it difficult or impossible to conduct our commercial activities or complete our drug discovery activities or clinical trials. Patients may be unwilling or unable to travel to clinical trial sites, for example, or clinical materials or data may be lost.

Our insurance, if available at all, would likely be insufficient to cover losses resulting from disasters or other business interruptions.

If we are unable to maintain regulatory approval of Korlym or if we fail to comply with other requirements, we will be unable to generate revenue and may be subject to penalties.

We are subject to oversight by the FDA and other regulatory authorities in the United States and elsewhere with respect to our research, testing, manufacturing, labeling, distribution, adverse event reporting, storage, advertising, promotion, recordkeeping and sales and marketing activities. These requirements include submissions of safety information, annual updates on manufacturing activities and continued compliance with FDA regulations, including cGMPs, good laboratory practices and good clinical practices ("GCPs"). The FDA enforces these regulations through inspections of us and the laboratories, manufacturers and clinical sites we use. Foreign regulatory authorities have comparable requirements and enforcement mechanisms. Discovery of previously unknown problems with a product or product candidate, such as adverse events of unanticipated severity or frequency or deficiencies in manufacturing processes or management, as well as failure to comply with FDA or other U.S. or foreign regulatory requirements, may subject us to substantial civil and criminal penalties, injunctions, holds on clinical trials, product seizure, refusal to permit the import or export of products, restrictions on product marketing, withdrawal of the product from the market, product recalls, total or partial suspension of production, refusal to approve pending new drug applications ("NDAs") or supplemental NDAs, and suspension or revocation of product approvals.

We may be subject to civil or criminal penalties if our marketing of Korlym violates FDA regulations or health care fraud and abuse laws.

We are subject to FDA regulations governing the promotion and sale of medications. Although physicians are permitted to prescribe drugs for any indication they choose, manufacturers may only promote products for their FDA-approved use. All other uses are referred to as "off-label," manufacturers are prohibited from engaging in any "off-label" promotion. In the United States, we market Korlym to treat hyperglycemia secondary to hypercortisolism in adult patients with endogenous Cushing's syndrome who have type 2 diabetes mellitus or glucose intolerance and for whom surgery has failed or is not an option. Among other activities, we provide promotional materials and training programs to physicians covering the use of Korlym for this indication. The FDA may change its policies or enact new regulations at any time that may restrict our ability to promote our products, which could adversely impact our business.

If the FDA were to determine that we engaged in off-label promotion, the FDA could require us to change our practices and subject us to regulatory enforcement actions, including issuance of a public "warning letter," untitled letter, injunction, seizure, civil fine or criminal penalties. Other federal or state enforcement authorities might act if they believe that the alleged improper promotion led to the submission and payment of claims for an unapproved use, which could result in significant fines or penalties under other statutory authorities, such as laws prohibiting false claims for reimbursement. Even if it is determined that we are not in violation of these laws, we may receive negative publicity, incur significant expenses and be forced to devote management time to defending our position.

In addition to laws prohibiting off-label promotion, we are also subject to federal and state healthcare fraud and abuse laws and regulations designed to prevent fraud, kickbacks, self-dealing and other abusive practices. The United States healthcare laws and regulations that may affect our ability to operate include, but are not limited to:

- the federal Anti-Kickback Statute, which prohibits, among other things, knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual for, or the purchase, order or recommendation of, any good or service for which payment may be made under federal health care programs such as Medicare and Medicaid. And, although we structure our applicable business arrangements in accordance with the safe harbors, it is difficult to determine exactly how the law will be applied in specific circumstances. Accordingly, it is possible that certain practices of ours may be challenged under the federal Anti-Kickback Statute. From a liability perspective, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- federal false claims laws, including, without limitation, the False Claims Act, which prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to get a false claim paid. The federal False Claims Act is unique in that it allows private individuals (whistleblowers) to bring actions on behalf of the federal government via qui tam

actions. Importantly, under the False Claims Act the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;

- the federal Civil Monetary Penalties law, which prohibits, among other things, offering or transferring remuneration to a federal healthcare beneficiary that a person knows or should know is likely to influence the beneficiary's decision to order or receive items or services reimbursable by the government from a particular provider or supplier;
- HIPAA, which created federal criminal laws that prohibit executing a scheme to defraud any health care benefit program or making false statements relating to health care matters; similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;
- federal "sunshine" laws, including the federal Physician Payment Sunshine Act (or sometimes referred to as the Open Payments™ Program), that require transparency regarding financial arrangements with health care providers, such as the reporting and disclosure requirements imposed by the Patient Protection and Affordable Care Act ("ACA") on drug manufacturers regarding any "transfer of value" made or distributed to physicians, certain non-physician practitioners, teaching hospitals, and ownership or investment interests held by physicians and their immediate family members;
- federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers;
- state law equivalents of each of the above federal laws, such as anti-kickback and false claims laws which may apply to items or services reimbursed by any third-party payer, including commercial insurers; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; and
- state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures and pricing information.

The risk of being found in violation of these laws and regulations is increased by the fact that many of them have not been definitively interpreted by regulatory authorities or the courts and their provisions are open to a variety of interpretations. Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available under them, it is possible that some of our business activities, including our relationships with physicians and other healthcare providers (some of whom recommend, purchase and/or prescribe our products) and the manner in which we promote our products, could be subject to challenge and scrutiny. We are also exposed to the risk that our employees, independent contractors, principal investigators, consultants, vendors, distributors and contract research organizations ("CROs") may engage in fraudulent or other illegal activity. Although we have policies and procedures prohibiting such activity, it is not always possible to identify and deter misconduct and the precautions we take may not be effective in controlling unknown risks or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with applicable laws and regulations.

In November 2021, we received a records subpoena from the United States Attorney's Office for the District of New Jersey (the "NJ USAO") seeking information relating to the sale and promotion of Korlym, our relationships with and payments to health care professionals who can prescribe or recommend Korlym and prior authorizations and reimbursement for Korlym. The NJ USAO has informed us that it is investigating whether any criminal or civil violations by us occurred in connection with the matters referenced in the subpoena. It has also informed us that it does not currently consider us a defendant but rather an entity whose conduct is within the scope of the government's investigation. We are cooperating with the investigation. Please see *"Part II, Item 1, Legal Proceedings"* for additional details.

If we are found in violation of any of the laws described above or any other government regulations, we may be subject to civil and criminal penalties, damages, fines, exclusion from governmental health care programs, a corporate integrity agreement or other agreement to resolve allegations of non-compliance, individual imprisonment, and the curtailment or restructuring of our operations, any of which could adversely affect our financial results and ability to operate.

Risks Related to our Research and Development Activities

Our efforts to discover, develop and commercialize our product candidates may not succeed. Clinical drug development is lengthy, expensive and often unsuccessful. Results of early studies and trials are often not predictive of later trial

results. Failure can occur at any time. Even if we deem that our product candidates' clinical trial results demonstrate safety and efficacy, regulatory authorities may not agree. Failure to obtain or maintain regulatory approvals for our product candidates would prevent us from commercializing them.

Clinical development is costly, time-consuming and unpredictable. Positive data from clinical trials are susceptible to varying interpretations, which could delay, limit or prevent regulatory approval. The results from early clinical trials are often not predictive of results in later clinical trials. Product candidates may fail to show the desired safety and efficacy traits despite having produced positive results in preclinical studies and initial clinical trials. Many companies have suffered significant setbacks in late-stage clinical trials due to lack of efficacy or unanticipated or unexpectedly severe adverse events.

Our current clinical trials may prove inadequate to support marketing approvals. Even trials that generate positive results may have to be confirmed in much larger, more expensive and lengthier trials before we could seek regulatory approval.

Clinical trials may take longer to complete, cost more than expected and fail for many reasons, including:

- failure to show efficacy or acceptable safety;
- slow patient enrollment or delayed activation of clinical trial sites;
- delays obtaining regulatory permission to start a trial, changes to the size or design of a trial or changes in regulatory requirements for a trial already underway;
- inability to secure acceptable terms with vendors and an appropriate number of clinical trial sites;
- delays or inability to obtain institutional review board ("IRB") approval at prospective trial sites;
- failure of patients or investigators to comply with the clinical trial protocol;
- unforeseen safety issues; and
- negative findings of inspections of clinical sites or manufacturing operations by us, the FDA or other authorities.

A trial may also be suspended or terminated by us, the trial's data safety monitoring board, the IRBs governing the sites where the trial is being conducted or the FDA for many reasons, including failure to comply with regulatory requirements or clinical protocols, negative findings in an inspection of our clinical trial operations or trial sites by the FDA or other authorities, unforeseen safety issues, failure to demonstrate a benefit or changes in government regulations.

During the development of a product candidate, we may decide, or the FDA or other regulatory authorities may require us, to conduct more pre-clinical or clinical studies or to change the size or design of a trial already underway, thereby delaying or preventing the completion of development and increase its cost. Even if we conduct the clinical trials and supportive studies that we consider appropriate and the results are positive, we may not receive regulatory approval. Following regulatory approval, there are significant risks to its commercial success, such as development of competing products by other companies or the reluctance of physicians to prescribe it.

Vendors perform many of the activities necessary to carry out our clinical trials, including drug product distribution, trial management and oversight and data collection and analysis. Failure of these vendors to perform their duties or meet expected timelines may prevent or delay approval of our product candidates.

Third-party clinical investigators and clinical sites enroll patients and CROs manage many of our trials and perform data collection and analysis. Although we control only certain aspects of these third parties' activities, we are responsible for ensuring that every study adheres to its protocol and meets regulatory and scientific standards. If any of our vendors does not perform its duties or meet expected deadlines or fails to adhere to applicable GCPs, or if the quality or accuracy of the data it produces is compromised, affected clinical trials may be extended, delayed or terminated and we may be unable to obtain approval for our product candidates. Outside parties may have staffing difficulties, may undergo changes in priorities or may become financially distressed, adversely affecting their willingness or ability to conduct our clinical trials. Problems with the timeliness or quality of the work of a CRO may lead us to seek to terminate the relationship and use an alternative service provider. However, making this change may be costly and may delay our trials, and it may be challenging to find a replacement organization that can conduct our trials in an acceptable manner and at an acceptable cost. Failure of our manufacturing vendors to perform their duties or comply with cGMPs may require us to recall drug product or repeat clinical trials, which would delay regulatory approval. If our agreements with any of these vendors terminate, we may not be able to enter into alternative arrangements in a timely manner or on reasonable terms.

We may be unable to obtain or maintain regulatory approvals for our product or product candidates, which would prevent us from commercializing our product candidates.

We cannot sell a product without the approval of the FDA or comparable foreign regulatory authority. Obtaining such approval is difficult, uncertain, lengthy and expensive. Failure can occur at any stage. In order to receive FDA approval for a new drug, we must demonstrate to the FDA's satisfaction that the new drug is safe and effective for its intended use and that our manufacturing processes comply with cGMPs. Our inability or the inability of our vendors to comply with applicable FDA and other regulatory requirements can result in delays in or denials of new product approvals, warning letters, untitled letters, fines, consent decrees restricting or suspending manufacturing operations, injunctions, civil penalties, recall or seizure of products, total or partial suspension of product sales and criminal prosecution. We may seek to commercialize our products in international markets, which would require us to receive a marketing authorization and, in many cases, pricing approval, from the appropriate regulatory authorities. Approval procedures vary between countries and can require additional pre-clinical or clinical studies. Obtaining approval may take longer than it does in the United States. Although approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by others, failure or delay in obtaining regulatory approval in one country may have a negative effect on the regulatory process in others. Any of these or other regulatory actions could materially harm our business and financial condition.

If we receive regulatory approval for a product candidate, we will be subject to ongoing requirements and oversight by the FDA and other regulatory authorities, such as continued safety and other reporting requirements and possibly post-approval marketing restrictions and additional costly clinical trials. If we are not able to maintain regulatory compliance, we may be required to stop development of a product candidate or to stop selling a product that has already been approved. We may also be subject to product recalls or seizures. Future governmental action or changes in regulatory authority policy or personnel may also result in delays or rejection of pending or anticipated product approvals.

Our products and product candidates may cause undesirable side effects that halt their clinical development, prevent their regulatory approval, limit their commercial potential or cause us significant liability.

Patients in clinical trials report changes in their health, including new illnesses, injuries and discomforts, to their study doctor. Often, it is not possible to determine whether or not these conditions were caused by the drug candidate being studied or something else. As we test our product candidates in larger, longer and more extensive clinical trials, or as use of them becomes more widespread if we receive regulatory approval, patients may report serious adverse events that did not occur or went undetected in previous trials. Many times, serious side effects are only detected in large-scale, Phase 3 clinical trials or following commercial approval.

Adverse events reported in clinical trials can slow or stop patient recruitment, prevent enrolled patients from completing a trial and could give rise to liability claims. Regulatory authorities could respond to reported adverse events by interrupting or halting our clinical trials or limiting the scope of, delaying or denying marketing approval. If we elect, or are required by authorities, to delay, suspend or terminate a clinical trial or commercialization efforts, the commercial prospects of the affected product candidates or products may be harmed and our ability to generate product revenues from them may be delayed or eliminated.

If one of our product candidates receives marketing approval, and we or others later identify undesirable side effects or adverse events, potentially significant negative consequences could result, including but not limited to:

- regulatory authorities may suspend, limit or withdraw approvals of such product;
- regulatory authorities may require additional warnings on the label, including "boxed" warnings, or issue safety alerts and other safety information about the product;
- we may be required to change the way the product is administered or conduct additional studies or clinical trials;
- we may be required to create a Risk Evaluation and Mitigation Strategy, which could include a medication guide outlining the risks of such side effects for distribution to patients, a communication plan for healthcare providers and/or other elements to assure safe use;
- the product may become less competitive;
- we may be subject to fines, injunctions or the imposition of criminal penalties; and
- we could be sued and held liable for harm caused to patients.

Any of these events could seriously harm our business.

Risks Related to our Capital Needs and Financial Results

We may need additional capital to fund our operations or for strategic reasons. Such capital may not be available on acceptable terms or at all.

We are dependent on revenue from the sale of Korlym and our cash reserves to fund our commercial operations and development programs. If Korlym revenue declines significantly, we may need to curtail our operations or raise funds to support our plans. We may also choose to raise funds for strategic reasons. We cannot be certain funding will be available on acceptable terms or at all. Equity financing would cause dilution, debt financing may involve restrictive covenants. Neither type of financing may be available to us on attractive terms or at all. If we obtain funds through collaborations with other companies, we may have to relinquish rights to one or more of our product candidates. If our revenue declines and our cash reserves are depleted, and if adequate funds are not available from other sources, we may have to delay, reduce the scope of, or eliminate one or more of our development programs.

Risks Relating to our Intellectual Property

To succeed, we must secure, maintain and effectively assert adequate patent protection for the composition and methods of use of our proprietary, selective cortisol modulators and for the use of Korlym to treat Cushing's syndrome.

Patents are uncertain, involve complex legal and factual questions and are frequently the subject of litigation. The patents issued or licensed to us may be challenged at any time. Competitors may take actions we believe infringe our intellectual property, causing us to take legal action to defend our rights. Intellectual property litigation is lengthy, expensive and requires significant management attention. Outcomes are uncertain. If we do not protect our intellectual property, competitors may erode our competitive advantage. Please see *"Part II, Item 1, Legal Proceedings"* for additional information.

Our patent applications may not result in issued patents and patents issued to us may be challenged, invalidated, held unenforceable or circumvented. Our patents may not prevent third parties from producing competing products. The foreign countries where we may someday operate may not protect our intellectual property to the extent the laws of the United States do. If we fail to obtain adequate patent protection in other countries, others may produce products in those countries based on our technology.

Risks Related to our Stock

The price of our common stock fluctuates widely and is likely to continue to do so. Opportunities for investors to sell shares may be limited.

We cannot assure investors that a liquid trading market for our common stock will exist at any particular time. As a result, holders of our common stock may not be able to sell shares quickly or at the current market price. During the 52-week period ended April 24, 2024, our average daily trading volume was approximately 935,632 shares and the intra-day sales prices per share of our common stock on The Nasdaq Stock Market ranged from $20.84 to $34.28. As of April 24, 2024, our officers, directors and principal stockholders beneficially owned approximately 21 percent of our common stock.

Our stock price can experience extreme price and volume fluctuations that are unrelated or disproportionate to our operating performance or prospects. Securities class action lawsuits are often instituted against companies following periods of stock market volatility. Such litigation is costly and diverts management's attention from productive efforts.

Factors that may cause the price of our common stock to fluctuate rapidly and widely include:

- actual or anticipated variations in our operating results or changes to any public guidance we have provided;
- actual or anticipated timing and results of our clinical trials;
- actual or anticipated regulatory approvals of our product candidates;
- disputes or other developments relating to our intellectual property, including developments in Abbreviated New Drug Application litigation;
- changes in laws or regulations applicable to the pricing, availability of insurance reimbursement, or approved uses of Korlym, our product candidates or our competitors' products;
- short-selling of our common stock, the publication of speculative opinions about our business or other market manipulation activities that are intended to lower our stock price or increase its volatility;

- sales of a substantial number of shares of our stock in the public market could reduce its price. As additional shares of our stock become available for public resale, whether by the exercise of stock options by employees or directors or because of an equity financing by us, the supply of our stock will increase, which could cause its price to fall. Substantially all of our outstanding shares are eligible for sale, subject to applicable volume and certain other resale restrictions;
- changes in estimates or recommendations by securities analysts or the failure of our performance to meet the published expectations of those analysts or public guidance we have provided;
- purchases of our common stock pursuant to our Stock Repurchase Program or changes to that program;
- general market and economic conditions;
- changes in the expected or actual timing of our competitors' development programs and the approval of competing products;
- purchases or sales of our common stock by our officers, directors or stockholders;
- technological innovations by us, our collaborators or our competitors;
- conditions in the pharmaceutical industry, including the market valuations of companies similar to ours;
- additions or departures of key personnel;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, collaborations or capital commitments; and
- additional financing activities.

Our stock price may decline if our financial performance does not meet the guidance we have provided to the public, estimates published by research analysts or other investor expectations.

The guidance we provide as to our expected revenue is only an estimate of what we believe is realizable at the time we give such guidance. Our revenue depends on many factors, including, without limitation, the efficacy of our sales and marketing efforts, the price we receive from private and government payors, competition from alternate treatments for patients with Cushing's syndrome, including from generic versions of Korlym and changes in government regulations. Our guidance estimate considers all of these factors, but they are difficult to predict. As a result, our revenue may vary materially from our guidance. Research analysts publish estimates of our future revenue and earnings based on their own analysis. The revenue guidance we provide may be one factor they consider when determining their estimates. If our revenue is materially less than the guidance we or the research analysts who cover our stock provide investors, our stock price may decline.

General Risk Factors

We need to increase the size of our organization and may experience difficulties in managing growth.

Our commercial and research and development efforts are constrained by our limited administrative, operational and management resources. To date, we have relied on a small management team. Growth will impose significant added responsibilities on members of management, including the need to recruit and retain additional employees. Our financial performance and ability to compete will depend on our ability to manage growth effectively. To that end, we must:

- continue to add talented, experienced personnel to our endocrine, oncology and emerging markets businesses;
- manage our clinical trials, research and manufacturing activities effectively;
- hire more general management, clinical development, administrative and sales and marketing personnel; and
- continue to develop our administrative systems and controls.

Failure to accomplish any of these tasks could harm our business.

If we lose key personnel or are unable to attract more skilled personnel, we may be unable to pursue our product development and commercialization goals.

Our ability to operate successfully and manage growth depends upon hiring and retaining skilled managerial, scientific, sales, marketing and financial personnel. The job market for qualified personnel is intensely competitive and turnover rates have reached record highs within our industry and the geographical areas from which we recruit. We depend on the principal members of our management and scientific staff. Any officer or employee may terminate his or her relationship with us at any time and work for a competitor. We do not have employment insurance covering any of our personnel. The loss of key individuals could delay our research, development and commercialization efforts.

We are subject to government regulation and other legal obligations relating to privacy and data protection. Compliance with these requirements is complex and costly. Failure to comply could materially harm our business.

New laws and regulations, as well as changes to existing laws and regulations, including statutes and regulations concerning taxes and the development, approval, marketing and pricing of medications, the provisions of the ACA requiring the reporting of aggregate spending related to health care professionals, the provisions of the Sarbanes-Oxley Act of 2002, the Dodd Frank Act of 2010 and rules adopted by the SEC and by The Nasdaq Stock Market have and will likely continue to increase our cost of doing business and divert management's attention from revenue-generating activities.

We and our partners are subject to federal, state and foreign laws and regulations concerning data privacy and security, including HIPAA and the EU General Data Protection Regulation ("GDPR"). These and other regulatory frameworks are evolving rapidly as new rules are enacted and existing ones updated and made more stringent.

In the United States, numerous federal and state laws and regulations, including state data breach notification laws, state health information privacy, laws, and federal and state consumer protection laws and regulations (e.g., Section 5 of the Federal Trade Commission Act), that govern the collection, use, disclosure, and protection of health-related and other personal information could apply to our operations or the operations of our partners. In addition, we may obtain health information from third parties (including research institutions from which we obtain clinical trial data) that are subject to privacy and security requirements under HIPAA. Depending on the facts and circumstances, we could be subject to criminal penalties if we knowingly obtain, use, or disclose individually identifiable health information maintained by a HIPAA-covered entity in a manner that is not authorized or permitted by HIPAA.

Even when HIPAA does not apply, according to the Federal Trade Commission (the "FTC"), violating consumers' privacy or failing to take appropriate steps to keep consumers' personal information secure may constitute unfair acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act. The FTC expects a company's data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business, and the cost of available tools to improve security and reduce vulnerabilities. Individually identifiable health information is considered sensitive data that merits stronger safeguards. In 2022, the FTC also began a rulemaking proceeding to develop additional data privacy rules and requirements, which may add additional complexity to compliance obligations going forward.

In addition, certain state laws govern the privacy and security of health information in certain circumstances, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation. For example, the California Confidentiality of Medical Information Act imposes restrictive requirements regulating the use and disclosure of health information and other personally identifiable information. Further, the California Consumer Privacy Act, or the CCPA, which took effect on January 1, 2020, created individual privacy rights for California consumers and increased the privacy and security obligations of entities handling certain personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. The CCPA may increase our compliance costs and potential liability. Further, the California Privacy Rights Act, or CPRA, revised and expanded the CCPA, adding additional data protection obligations on covered businesses, including additional consumer rights processes, limitations on data uses, new audit requirements for higher risk data, and opt outs for certain uses of sensitive data. It also created a new California data protection agency authorized to issue substantive regulations and could result in increased privacy and information security enforcement. The CPRA is in full effect as of January 1, 2023, and similar laws passed in Virginia, Colorado, Connecticut and Utah have taken effect and other states have passed similar laws that will take effect in or after 2024. As a result, additional compliance investment and potential business process changes may be required. In the event that we are subject to or affected by HIPAA, the CCPA, the CPRA or other domestic privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial condition. Additional legislation proposed at the federal

level and in other states, along with increased regulatory action, reflect a trend toward more stringent privacy legislation in the United States.

Outside the United States, many jurisdictions have or are in the process of enacting sweeping data privacy regulatory regimes. In Europe, the GDPR took effect in 2018, and is imposing stringent requirements for controllers and processors of personal data of individuals within the EEA, particularly with respect to clinical trials. The GDPR provides that EEA member states may make their own further laws and regulations limiting the processing of health data, which could limit our ability to use and share personal data or could cause our costs to increase and harm our business and financial condition. In addition, the GDPR increases the scrutiny that clinical trial sites located in the EEA should apply to transfers of personal data from such sites to countries that are considered to lack an adequate level of data protection, such as the United States. Recent legal developments have added complexity and compliance uncertainty regarding certain transfers of information from the EEA to the United States. Following EU court decisions, updated standard contractual clauses ("SCCs") were adopted to account for these judicial decisions, imposing new requirements on data transfers. The revised SCCs must be used for relevant new data transfers from September 27, 2021, and existing SCC arrangements were required to be migrated by December 27, 2022. There is some uncertainty around whether the revised clauses can be used for all types of data transfers, particularly whether they can be relied on for data transfers to non-EEA entities subject to the GDPR. As supervisory authorities issue further guidance on personal data export mechanisms, including circumstances where the SCCs cannot be used, and/or start taking enforcement action, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our services, the geographical location or segregation of our relevant systems and operations, and could adversely affect our financial results. The GDPR imposes substantial fines for breaches of data protection requirements, which can be up to four percent of global revenue for the preceding financial year or €20 million, whichever is greater, and it also confers a private right of action on data subjects for breaches of data protection requirements. Compliance with European data protection laws is a rigorous and time intensive process that may increase our cost of doing business, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation and reputational harm in connection with our European activities. From January 1, 2021, we have had to comply with the GDPR and separately the United Kingdom GDPR, which, together with the amended United Kingdom Data Protection Act 2018, retains the GDPR in United Kingdom national law, each regime having the ability to fine up to the greater of €20 million/ £17.5 million or 4 percent of global turnover. It is unclear how United Kingdom data protection laws and regulations will develop in the medium to longer term and these changes may lead to additional costs and increase our overall risk exposure. On June 28, 2021, the EC adopted an adequacy decision in favor of the United Kingdom, enabling data transfers from EU member states to the United Kingdom without additional safeguards. However, the United Kingdom adequacy decision will automatically expire in June 2025 unless the EC renews or extends that decision and remains under review by the Commission during this period.

Complying with U.S. and foreign privacy and security laws and regulations is complex and costly. Failure to comply by us or our vendors could subject us to litigation, government enforcement actions and substantial penalties and fines, which could harm our business.

We rely on information technology to conduct our business. A breakdown or breach of our information technology systems or our failure to protect confidential information concerning our business, patients or employees could interrupt the operation of our business and subject us to liability.

We store valuable confidential information relating to our business, patients and employees on our computer networks and on the networks of our vendors. In addition, we rely heavily on internet technology, including video conference, teleconference and file-sharing services, to conduct business. Despite our security measures, our networks and the networks of our vendors are at risk of break-ins, installation of malware or ransomware, denial-of-service attacks, data theft and other forms of malfeasance by persons seeking to commit fraud or theft, which could result in unauthorized access to, and/or misuse of, our clinical data or other confidential information, including confidential information relating to our patients or employees. We may continue to increase our cybersecurity risks, due to our reliance on internet technology and the number of our employees that are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities.

We and our vendors have experienced data breaches, theft, "phishing" attacks and other unauthorized access to confidential data and information. There can be no assurance that our cybersecurity systems and processes will prevent unauthorized access in the future that causes serious harm to us, our patients or employees. We may also experience security breaches that remain undetected for an extended period.

Disruptions or security breaches that result in the disclosure of confidential or proprietary information could cause us to incur liability and delay or otherwise harm our research, development and commercialization efforts. We may be liable for losses suffered by patients or employees or other individuals whose confidential information is stolen as a result of a breach of the security of the systems that we or third parties and our vendors store this information on, and any such liability could be

material. Even if we are not liable for such losses, any breach of these systems could expose us to material costs in notifying affected individuals, as well as regulatory fines or penalties. In addition, any breach of these systems could disrupt our normal business operations and expose us to reputational damage and harm our business, operating results and financial condition. Any insurance we maintain against the risk of this type of loss may not be sufficient to cover actual losses or may not apply to the circumstances relating to any particular loss.

Changes in federal, state and local tax laws may reduce our net earnings.

Our earnings are subject to federal, state and local taxes. We offset a portion of our earnings using net operating losses and our taxes using research and development tax credits, which reduces the amount of tax we pay. Some jurisdictions require that we pay taxes or fees calculated as a percentage of sales, payroll expense, or other indicia of our activities. Please see *"Part I, Item 1, Notes to Unaudited Condensed Consolidated Financial Statements – Income Taxes."* Changes to existing tax laws could materially increase the amounts we pay, which would reduce our after tax net income.

Research analysts may not continue to provide or initiate coverage of our common stock or may issue negative reports.

The market for our common stock may be affected by the reports financial analysts publish about us. If any of the analysts covering us downgrades or discontinues coverage of our stock, the price of our common stock could decline rapidly and significantly. Paucity of research coverage may also adversely affect our stock price.

Acquisition of Corcept shares through our stock repurchase program will reduce our cash reserves.

In January 2024, our Board of Directors authorized the repurchase of up to $200 million of our common stock pursuant to the Stock Repurchase Program. The Stock Repurchase Program does not require us to acquire any specific number of shares and it may be modified, suspended or discontinued at any time without notice. It is possible that other uses of our capital would have been more advantageous or that our future capital requirements increase unexpectedly. By reducing our cash balance, our repurchases of common stock could hamper our ability to execute our plans, meet financial obligations or access financing.

Anti-takeover provisions in our charter and bylaws and under Delaware law may make an acquisition of us or a change in our management more expensive or difficult, even if an acquisition or a management change would be beneficial to our stockholders.

Provisions in our charter and bylaws may delay or prevent an acquisition of us or a change in our management. Some of these provisions allow us to issue preferred stock without any vote or further action by the stockholders, require advance notification of stockholder proposals and nominations of candidates for election as directors and prohibit stockholders from acting by written consent. In addition, a supermajority vote of stockholders is required to amend our bylaws. Our bylaws provide that special meetings of the stockholders may be called only by our Chairman, President or the Board of Directors and that the authorized number of directors may be changed only by resolution of the Board of Directors. These provisions may prevent or delay a change in our Board of Directors or our management, which our Board of Directors appoints. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law. Section 203 may prohibit large stockholders, in particular those owning 15 percent or more of our outstanding voting stock, from merging or combining with us. These provisions in our charter and bylaws and under Delaware law could reduce the price that investors would be willing to pay for shares of our common stock.

Our officers, directors and principal stockholders, acting as a group, could significantly influence corporate actions.

As of April 24, 2024, our officers and directors beneficially owned approximately 21 percent of our common stock. Acting together, these stockholders could significantly influence any matter requiring approval by our stockholders, including the election of directors and the approval of mergers or other business combinations. The interests of this group may not always coincide with our interests or the interests of other stockholders and may prevent or delay a change in control. This significant concentration of share ownership may adversely affect the trading price of our common stock because many investors perceive disadvantages to owning stock in companies with controlling stockholders.

We have in the past and may in the future be subject to short selling strategies that may drive down the market price of our common stock.

Short sellers have in the past and may attempt in the future to drive down the market price of our common stock. Short selling is the practice of selling securities that the seller does not own but may have borrowed with the intention of buying identical securities back at a later date. The short seller hopes to profit from a decline in the value of the securities between the time the securities are borrowed and the time they are replaced. As it is in the short seller's best interests for the price of the stock to decline, many short sellers (sometime known as "disclosed shorts") publish, or arrange for the publication of, negative opinions regarding the relevant issuer and its business prospects to create negative market momentum. Although traditionally

these disclosed shorts were limited in their ability to access mainstream business media or to otherwise create negative market rumors, the rise of the Internet and technological advancements regarding document creation, videotaping and publication by weblog ("blogging") have allowed many disclosed shorts to publicly attack a company's credibility, strategy and veracity by means of so-called "research reports" that mimic the type of investment analysis performed by large Wall Street firms and independent research analysts. These short attacks have, in the past, led to selling of shares in the market. Further, these short seller publications are not regulated by any governmental, self-regulatory organization or other official authority in the U.S. and they are not subject to certification requirements imposed by the SEC. Accordingly, the opinions they express may be based on distortions, omissions or fabrications. Companies that are subject to unfavorable allegations, even if untrue, may have to expend a significant amount of resources to investigate such allegations and/or defend themselves, including shareholder suits against the company that may be prompted by such allegations. We may in the future be the subject of shareholder suits that we believe were prompted by allegations made by short sellers.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

There were no unregistered sales of equity securities during the period covered by this report.

Issuer Purchases of Equity Securities

The following table contains information relating to the repurchases of our common stock as part our publicly announced stock repurchase program in the three months ended March 31, 2024 (in thousands, except per share data):

Fiscal Period	Total Number of Shares Repurchased	Average Price Paid Per Share	Dollar Amount of Shares That May Yet be Purchased Under the Program[1]
January 1, 2024 to January 31, 2024	20	$ 23.82	$ 199,524
February 1, 2024 to February 29, 2024	—	—	—
March 1, 2024 to March 31, 2024	—	—	—
Total	20	$ 23.82	$ 199,524

(1) On January 8, 2024, our Board of Directors authorized the repurchase of up to $200 million of our common stock pursuant to our Stock Repurchase Program. The program may be modified, suspended or discontinued at any time without notice.

The following table contains information relating to the purchase of shares of our common stock as part of the cashless net exercises of stock options and restricted award vesting in the three months ended March 31, 2024 (in thousands, except average price per share):

Fiscal Period	Total Number of Shares Purchased[1]	Average Price Per Share	Total Purchase Price of Shares[2]
January 1, 2024 to January 31, 2024	56	$ 26.86	$ 1,519
February 1, 2024 to February 29, 2024	45	22.56	1,019
March 1, 2024 to March 31, 2024	42	24.25	1,017
Total	143	$ 24.75	$ 3,555

(1) In January 2024, we issued 96,292 shares of common stock as part of net-share settlement of cashless option exercises, of which 52,816 shares were surrendered to us in satisfaction of related exercise cost and tax obligations. In February 2024, we issued 59,885 shares of common stock as part of net-share settlement of cashless option exercises, of which 33,096 shares were surrendered to us. In March 2024, we issued 26,874 shares of common stock as part of net-share settlement of cashless option exercises, of which 20,274 shares were surrendered to us.

In January 2024, we issued 9,401 shares of common stock as part of restricted award vesting, of which 3,721 shares were surrendered to us in satisfaction of related tax obligations. In February 2024, we issued 30,102 shares of common stock as part of restricted award vesting, of which 12,042 shares were surrendered to us. In March 2024, we issued 57,364 shares of common stock as part of restricted award vesting, of which 21,679 shares were surrendered to us.

(2) We paid $1.8 million to satisfy the tax withholding obligations associated with the net-share settlement of these cashless option exercises and vesting of restricted stock.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Insider Trading Arrangements

During the three months ended March 31, 2024, none of our directors and officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted Rule 10b5-1 trading arrangements that are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Securities Exchange Act of 1934, as amended, other than as set forth in the table below.

Name and Position	Action	Adoption/ Termination Date [1]	Total Shares of Common Stock to be Sold	Expiration Date
Charles Robb, Chief Business Officer	Adoption	2/22/2024	Up to 44,000	3/31/2025

(1) Each trading arrangement permitted or permits transactions through and including the earlier to occur of (a) the completion of all sales or (b) the date listed in the table.

ITEM 6. EXHIBITS

Exhibit Number	Description of Document
3.1	Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on May 24, 2023).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on December 11, 2023).
10.1	Ninth Amendment to Office Lease Agreement by and between Exponent Realty, LLC and Corcept Therapeutics Incorporated, made and entered into as of March 19, 2024.
10.2##	Third Amendment to Distribution Services Agreement by and between Optime Care, Inc. and Corcept Therapeutics Incorporated, effective as of April 1, 2024.
10.3	Sublease by and between Zuora, Inc. and Corcept Therapeutics Incorporated, entered into as of April 12, 2024
31.1	Rule 13a-14(a)/15d-14(a) Certifications of Joseph K. Belanoff, M.D., Chief Executive Officer of the registrant.
31.2	Rule 13a-14(a)/15d-14(a) Certifications of Atabak Mokari, Chief Financial Officer of the registrant.
32.1	18 U.S.C. Section 1350 Certifications of Joseph K. Belanoff, M.D., Chief Executive Officer of the registrant.
32.2	18 U.S.C. Section 1350 Certifications of Atabak Mokari, Chief Financial Officer of the registrant.
101	The following materials from the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, formatted in Extensible Business Reporting Language (XBRL): (i) Unaudited Condensed Consolidated Balance Sheets at March 31, 2024 and December 31, 2023, (ii) Unaudited Condensed Consolidated Statements of Income for the three month periods ended March 31, 2024 and 2023, (iii) Unaudited Condensed Consolidated Statements of Comprehensive Income for the three month periods ended March 31, 2024 and 2023, (iv) Unaudited Condensed Consolidated Statements of Cash Flows for the three month periods ended March 31, 2024 and 2023, (v) Unaudited Condensed Consolidated Statement of Stockholders' Equity and (vi) Notes to Unaudited Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

Certain identified information has been omitted pursuant to Item 601(b)(10) of Regulation S-K because such information is both (i) not material and (ii) information that the registrant treats as private or confidential. The Registrant hereby undertakes to furnish supplemental copies of the unredacted exhibit upon request by the SEC.

SIGNATURES

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

CORCEPT THERAPEUTICS INCORPORATED

Date: May 1, 2024

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.
Chief Executive Officer

Date: May 1, 2024

/s/ Atabak Mokari

Atabak Mokari
Chief Financial Officer

Date: May 1, 2024

/s/ Joseph D. Lyon

Joseph D. Lyon
Chief Accounting Officer

NINTH AMENDMENT TO LEASE

THIS NINTH AMENDMENT TO LEASE (the "**Ninth Amendment**") is made and entered into as of March 19, 2024, by and between **Exponent Realty, LLC, a Delaware limited liability company** ("**Landlord**"), and **Corcept Therapeutics Incorporated, a Delaware corporation** ("**Tenant**").

RECITALS

A. Landlord and Tenant are parties to that certain lease dated April 1, 2016 (the "**Lease**"), the first amendment (the **"First Amendment")** dated June 1, 2017, the second amendment (the **"Second Amendment")** dated March 12, 2018, the third amendment (the **"Third Amendment"**) dated November 8, 2018, the Fourth Amendment dated October 23, 2019 (the **"Fourth Amendment")** the Fifth Amendment dated June 17, 2020 (the "**Fifth Amendment"**), the Sixth Amendment dated July 22, 2020 (the **"Sixth Amendment"**), the Seventh Amendment (the **"Seventh Amendment"**) dated March 18, 2022, and the Eighth Amendment dated April 1, 2023 (the **"Eighth Amendment"**). Pursuant to the Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eight Amendment, Landlord has leased to Tenant space currently containing approximately 50,777 rentable square feet (the "**Premises**") on the first and second floor of the building, located at 149 Commonwealth Dr., Menlo Park, CA 94025 (the "**Building**").

B. The term of the Lease, as amended, expires on June 30, 2024.

C. Tenant and Landlord desire to extend the term of the Lease to July 31, 2024.

D. Tenant and Landlord now desire to amend the Lease on the following terms and conditions:

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Lease Term.** The Term of the Lease is extended through July 31, 2024. There are no options to extend the Term of the Lease.

2. **Base Rent.** The Base Rent for the Premises for the period of July 1-July 31, 2024 shall be $205,646.85. Tenant shall continue to pay its proportionate share of the Operating Expenses and Real Estate Taxes on the Premises.

3. Miscellaneous.

3.1 This Ninth Amendment, which is hereby incorporated into and made a part of the Lease, sets forth the entire agreement between the parties with respect to the matters herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Ninth Amendment. Tenant agrees that neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Ninth Amendment or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm, entity, broker or other tenants in the Building without obtaining the express written consent of Landlord.

3.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

3.3 In the case of any inconsistency between the provisions of the Lease and the Ninth Amendment, the provisions of this Ninth Amendment shall govern and control.

3.4 Submission of this Ninth Amendment by Landlord is not an offer to enter into this Ninth Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Ninth Amendment until Tenant and Landlord have executed and Landlord delivered the same to Tenant.

3.5 Tenant hereby represents to Landlord that Tenant has dealt with no real estate brokers or agents in connection with this Ninth Amendment. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such real estate brokers or agents (collectively, the "**Landlord Related Parties**") harmless from all claims of any real estate brokers or agents claiming to have represented Tenant in connection with this Ninth Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no real estate brokers or agents in connection with this Ninth Amendment. Landlord agrees to indemnify and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such real estate brokers or agents (collectively, the "**Tenant Related Parties**") harmless from all claims of any real estate brokers or agents claiming to have represented Landlord in connection with this Ninth Amendment.

CONTINUED ON NEXT PAGE

3.6 Each signatory of this Ninth Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Ninth Amendment as of the day and year first above written.

LANDLORD:

EXPONENT REALTY, L.L.C.,
a Delaware limited liability company

Date: April 2, 2024

By: /s/ Richard L. Schlenker

Name: Richard L. Schlenker

Title: Executive Vice President & CFO

TENANT:

Corcept Therapeutics Incorporated,
a Delaware corporation

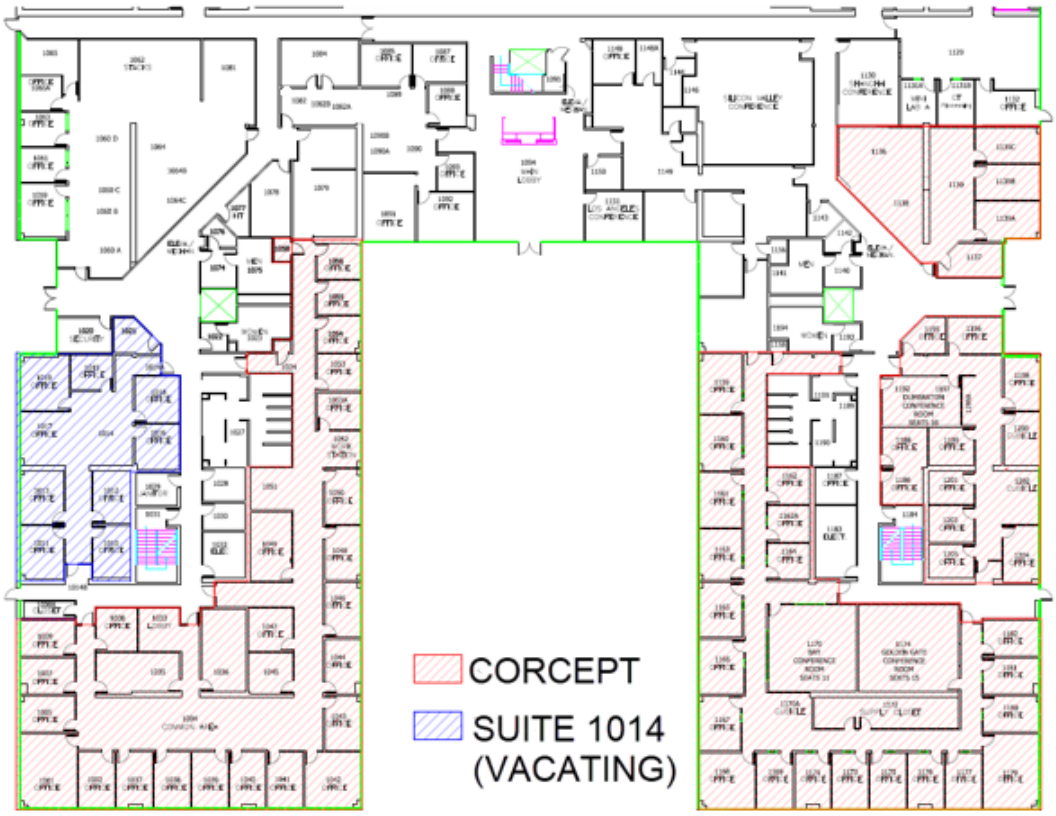
Date: April 1, 2024

By: /s/ J.D. Lyon

Name: J.D. Lyon

Title: Chief Accounting & Technology Officer

1ST FLOOR PLAN



[Certain identified information has been excluded from the exhibit because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential. Double asterisks denote omissions.]

AMENDMENT NO. 3 TO DISTRIBUTION SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO THE DISTRIBUTION SERVICES AGREEMENT ("**Agreement**") between Corcept Therapeutics Incorporated, located at 149 Commonwealth Drive, Menlo Park, CA 94025 ("**Corcept**"), and Optime Care, Inc., with its principal place of business at 4060 Wedgeway Court, Earth City, MO 63045 ("**Optime**") shall be effective as of April 1, 2024 ("**Effective Date**"). Each of Corcept Therapeutics Incorporated and Optime Care, Inc. may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, Corcept and Optime are parties to that certain Distribution Services Agreement dated August 4, 2017 ("**2017 Distribution Services Agreement**");

WHEREAS, Corcept and Optime entered into that certain Task Order Number One dated August 4, 2017 (as may be amended, the "**First Task Order**") pursuant to Section 2.1 of the 2017 Distribution Services Agreement;

WHEREAS, Corcept and Optime entered into that certain amendment to the 2017 Distribution Services Agreement dated August 1, 2022 ("**Amendment No. 1**"), which attached Task Order No. 2 ("**Second Task Order**") to the 2017 Distribution Services Agreement;

WHEREAS, Corcept and Optime entered into that certain Amendment No. 2 to the 2017 Distribution Services Agreement dated September 16, 2022 ("**Amendment No. 2**"), which terminated Amendment No. 1 and the Second Task Order;

WHEREAS, the Parties acknowledge that Amendment No. 2 also extended the terms of both the 2017 Distribution Services Agreement and the First Task Order to March 31, 2024;

WHEREAS, the Parties now desire to extend the term of the First Task Order and amend and restate the terms of the 2017 Distribution Services Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and mutual covenants, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to (i) extend the term of the First Task Order and (ii) amend and restate the 2017 Distribution Services Agreement in its entirety as follows:

1. Pre-Existing Task Orders.

12.1 Previously Executed Task Orders. All fully executed Task Orders executed pursuant to the 2017 Distribution Services Agreement that are in effect as of March 31, 2024 ("**Pre-Existing Task Orders**") shall henceforth be considered Task Orders (as defined in Section 2 below) under this Agreement. Each Pre-Existing Task Order shall be subject to the terms and conditions set forth in this Agreement as if it was originally executed hereunder. In the event of a conflict between a Pre-Existing Task Order and this Agreement, this Agreement shall control, *provided that* this Agreement shall not affect the accrued rights and obligations of either Party under the 2017 Distribution Services Agreement or otherwise.

12.2 Term Extension and Service Fees Clarification for First Task Order. The term of the First Task Order is hereby amended to extend through the Term of this Agreement, unless terminated earlier. Additionally, reference to [**] as stated in [**] Exhibit 4 to the First Task Order is hereby amended to apply to all shipments for qualified

patients receiving copay or other financial support from Independent Charitable Patient Assistance Programs ("**ICPAP Shipments**").

2. Task Orders, Services and Standards for Performance.

2.1 Task Orders. Optime, on behalf of itself and its Affiliates, shall perform all activities under this Agreement (collectively, "**Services**") relating to any mutually agreed upon Corcept FDA-approved pharmaceutical product owned or controlled by Corcept (each, a "**Product**"), as may be described in any Task Order (each, upon full execution by both Parties, a "**Task Order**") in accordance with the form Task Order attached hereto as Exhibit A. For purposes of this Agreement, (i) **"Affiliates"** shall mean any corporation, limited liability company, partnership, or other entity that directly or indirectly controls, or is controlled by, or is under common control with, a Party to this Agreement, where "**control**" shall mean the ownership of at least fifty percent (50%) of the voting share capital of such entity or any other comparable equity or ownership interest; and (ii) **"FDA"** shall mean the United States Food and Drug Administration or any successor thereto. Subject to advance written notice to Corcept in the event of any regulatory or statutory conflict, Optime shall not deviate from any Task Order without Corcept's prior written approval.

2.2 Standards for Performance. All Services shall be performed [**] and pursuant to the terms of this Agreement and any Task Order in accordance with all Applicable Law. For purposes of this Agreement, "**Applicable Law**" shall mean all federal, state, and local laws and governmental agency regulations and requirements applicable to the Services or related to each Party's respective obligations under this Agreement, including but not limited to regulations promulgated under the Food, Drug and Cosmetic Act ("**FDCA**"), specifically including but not limited to those regulations specific to investigational drug products and expanded-access uses (21 C.F.R. §§ 312 et seq); the Federal Anti-Kickback Statute, 42 U.S.C. 5 1320a-7b(b) and its implementing regulations (collectively, the "**Federal Anti-Kickback Statute**"); the U.S. False Claims Act (31 U.S.C. § § 3729-3733); the U.S. Foreign Corrupt Practices Act of 1977, as amended; the Public Contracts Anti-Kickback Act (41 U.S.C. ss 51 et seq.); the Drug Supply Chain Security Act (21 U.S.C. § 355 et seq); Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a(a)(5)); the Stark Law (42 U.S.C. § 1395nn); the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and implementing regulations set forth at 45 C.F.R. Parts 160 and 164 ("**HIPAA**"); the Health Information Technology For Economic and Clinical Health Act, as enacted in Pub. L. No. 111-05 H.R., 111th Cong. (2009), Title XIII (collectively, "**HITECH**"); Data Privacy Laws (as that term is defined below in Section 5.1(iii)); all federal, state, and local laws and governmental agency regulations and requirements applicable to (i) pharmacy licensure requirements and pharmacy operations, and (ii) patient confidentiality, privacy, and consumer and data protection; and any other laws and regulations relating to the terms of this Agreement, as required and to the extent applicable to the respective Party.

2.3 Change Orders. If Corcept requests any changes to the Services under a Task Order, Optime shall prepare an amended Task Order reflecting such changes, [**]. Upon Corcept's written approval of the amended Task Order, such Task Order shall amend and restate the original Task Order and shall be incorporated herein, and Optime shall perform the Services in accordance with such amended Task Order. Notwithstanding anything herein to the contrary, to the extent that changes to the Services requested by Corcept consist of a reduction in the Services to be performed, at Corcept's request and prior to Corcept's written approval of an amended Task Order, Optime shall immediately perform only such reduced Services and the Parties shall negotiate in good faith a reduction to the compensation schedule and an amended Task Order reflecting such change as soon as practicable.

2.4 Service Fees. In consideration for Optime's performance of the Services, Corcept shall pay Optime the Service Fees in accordance with the First Task Order as may be amended, or any other fully executed Task Order. Optime shall invoice Corcept for all Service Fees and pass-through expenses no later than [**]. Invoices shall be reasonably detailed and include appropriate supporting documentation. All expenses, including shipping costs, reimbursed hereunder shall be at cost, without markup. Invoices will be sent to Corcept at [**]. Corcept shall pay Optime all undisputed amounts of such invoiced Service Fees and pass-through expenses within [**] days of the

invoice date. If Corcept disputes any portion of an invoice, Corcept shall pay the undisputed portion as provided herein, and notify Optime within [**] business days of receipt of invoice of the disputed portion providing substantive and detailed evidence supporting such validity of the disputed amount. Optime shall use commercially reasonable efforts to assist Corcept, if necessary, in any request for information regarding the disputed amount. The Parties shall use commercially reasonable efforts to resolve such invoice disputes in good faith and in a reasonable timeframe. The Service Fees may only be modified by written agreement of the Parties. The Parties acknowledge that: (i) unless otherwise agreed in writing, the Service Fees provided hereunder will be Optime's sole, full and complete form of compensation provided by Corcept for the Services, not including any pass through expenses; (ii) the Service Fees represent the fair market value of the Services, where "**fair market value**" means the price at which an asset or service could be negotiated in good faith pursuant to an arm's length transaction between well-informed buyers and sellers who are not otherwise in a position to generate business for the other party; (iii) the Services that have been negotiated at arm's length and in good faith by the Parties and (iv) Optime shall not charge Corcept any amount for any service or activity for which any other organization or person pays Optime for the same service or activity for the same Product.

2.5 Enhanced Services. Optime shall provide [**]:

i. [**]

ii. [**]

iii. [**]

iv. [**]

2.6 Compliance with Federal Anti-Kickback Statute. Optime agrees with Corcept, and the Parties intend, that the compensation paid to Optime under this Agreement will comply with the Federal Anti-Kickback Statute. Optime represents and warrants that: (i) all Service Fees represent fair market value for the performance of bona fide services provided to Corcept, and that the terms are commercially reasonable determined through good faith negotiations at arm's length, (ii) it performs similar services for other pharmaceutical and biotechnology companies pursuant to written services agreements; and (iii) to the extent applicable, the Service Fees payable under this Agreement are consistent with the level of fees charged by Optime for similar services offered. The Parties agree that the compensation set forth in this Agreement has not been determined in a manner that takes into account the volume or value of any referrals of business otherwise generated or that may be generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid, or any other federal or state health care program. Nothing in this Agreement should be construed, and none of the terms of this Agreement are overtly or covertly, directly or indirectly, in exchange for or to induce the referrals of patients to Corcept or Optime, nor to induce patients to obtain unnecessary Product. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable state or federal laws or regulations.

2.7 Not Discount or Rebate. The Parties further agree that the Service Fees paid or payable to Optime pursuant to this Agreement are not intended to be, nor will be construed to be a discount or rebate for Product(s) or any other pharmaceutical product. Optime also confirms to Corcept that it will retain the Services Fees provided by Corcept under this Agreement and that such Services Fees will not be passed on to any of Optime's patients.

2.8 Tax Liability. Optime will be solely responsible for meeting its corporation tax and any applicable social security (or equivalent in any other country, e.g., national insurance obligations) and for enabling that its employees meet their respective income tax and applicable social security obligations (or equivalent in any other country) and all other applicable social insurances. Optime shall indemnify and hold harmless Corcept for all taxes, social security or its equivalent and other contributions, costs, claims, penalties, interest, expenses or

proceedings which Corcept may incur arising from or in connection with the failure of Optime or its employees to meet their respective responsibilities under this Section.

2.9 Pharmacy and Personnel. Optime shall perform the Services at the designated licensed Optime pharmacy, [**]. Any additional or change of address shall be mutually agreed upon in writing in advance of such change. Optime will have a dedicated account management team that is responsible solely for any Product. Optime shall provide all Services through experienced Personnel, who are appropriately skilled, professionally qualified, properly licensed where applicable, and appropriately trained to provide Services. For purposes of this Agreement, "**Personnel**" shall mean those employees, affiliates, contractors, and/or subcontractors that each Party uses, respectively, to perform its obligations or exercise its rights under the Agreement.

2.10 Services by Affiliates. Where Optime uses the services of Optime Affiliates to fulfill its obligations under this Agreement and any Task Order, the Parties hereby agree that any such Affiliate so used shall be bound by all of the terms and conditions applicable to Optime under this Agreement and any Task Order, and Optime shall be fully responsible for the performance of its Affiliate.

2.11 SOPs and Financial Controls. Optime shall maintain standard operating procedures ("**SOPs**") and financial controls to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements ("**Financial Controls**") related to the performance of the Services. As implemented by Optime, the Financial Controls shall be sufficient to permit Corcept to rely on the data provided by Optime to prepare its financial reports according to generally accepted accounting principles ("**GAAP**") and the requirements of the Sarbanes-Oxley Act of 2002. Optime shall maintain (and renew each year thereafter) and provide to Corcept a Service Organization Controls ("**SOC**") report covering the business processes, computer systems and other mechanisms by which Optime produces and transmits to Corcept the financial data relating to the Services. Such SOPs shall be reviewed by Optime on a regular basis, and in all events at least annually. In the event that Optime seeks to amend any such SOP or Financial Control, the Parties shall confer and reasonably cooperate to ensure that any such amendments comply with all Applicable Law. During the Term, Optime shall also retain a third-party auditor (the "**Internal Auditor**") to review and test Optime's Financial Controls and produce a report setting forth the controls tested, the outcome of those tests and whether those tests, in the opinion of the Internal Auditor, provide reasonable assurance that the control objectives were achieved. Optime must receive Corcept's advance written consent to its choice of Internal Auditor [**]. Optime shall [**] provide Corcept with all reports it receives from the Internal Auditor and a description of any findings. All such reports [**].

3. Deposit to Corcept [**]. For purposes of this Agreement, "**Corcept Funds**" shall mean [**] (each, a "**Product Payment**"). Corcept acknowledges that [**]. In no event shall Optime (i) [**] (ii) [**] (A) [**] (B) [**], including without limitation [**]. Optime shall [**]. [**] shall be free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent at all times during the Term. Optime's grossly negligent or intentional breach of this Section shall be deemed a material breach of the Agreement.

4. Pharmacy Obligations Regarding Product Supply, Inventory, Dispensing and Storage

4.1 Product Supply; Optime Inspection of Product Shipment. In accordance with the terms of this Agreement, Corcept shall supply Optime with Product pursuant to the terms of the First Task Order and any subsequent Task Order [**]. Optime shall promptly inspect Product upon receipt. If the quantity delivered differs from the quantity stated on the delivery documentation, or if the Product received is within [**] of its labeled expiration date, Optime shall contact Corcept immediately to report the discrepancy. If Optime receives Product from Corcept in damaged condition as can be reasonably determined after visual inspection without the necessity of opening product packaging, Optime will notify Corcept of such damage within [**] of receipt of the applicable Product. Further, Optime will hold the damaged Product for inspection by the insurer, the carrier, and Corcept's

designated representative and for subsequent disposition instructions from Corcept, which shall be provided promptly in writing. Product damaged prior to receipt by Optime shall be returned to Corcept [**].

4.2 Inventory. Optime shall record receipt, inventory levels, and shipments of Products in accordance with the terms of any applicable Task Order, including all applicable SOPs and Financial Controls. Optime shall use [**] to maintain an adequate inventory of Products in light of actual and reasonably anticipated prescription levels.

4.3 Product Dispensing.

i. Optime shall dispense Product solely to patients with valid prescriptions for Product from a licensed healthcare provider. In all cases, Optime shall dispense all Product in a manner that is consistent with currently accepted standards of care, including all relevant requirements specified in the applicable Product Prescribing Information, SOPs, Financial Controls, and applicable Task Orders, in addition to Applicable Law as well as regulations and guidance governing all aspects of pharmacy practice. Optime shall ensure that any Product dispensed [**].

ii. Optime shall not disclose or sell any prescribing or dispensing data [**] provided that the foregoing shall not preclude Optime from disclosing such data solely as necessary to perform the Services. The obligations under this Section 4.3(ii) shall survive termination of this Agreement for any reason.

4.4 Product Materials. For purposes of this Agreement, **"Materials"** shall mean Corcept-approved information, language and other such materials relating to the Products or any programs or services relating to the Products that are offered by Corcept, which may include information regarding (a) the underlying diseases with which the Products are associated, (b) the Products and their specifications, handling, dosing, administration and side effects, (c) Corcept's policies and procedures applicable to product sales, dispensing and distribution generally and the Products specifically, and (d) regulatory matters related to the dispensing, distribution and sale of the Products.

During the Term, Corcept or its authorized designee may provide Optime with Materials related to Products. Corcept shall identify such designee prior to such provision of Materials to Optime. All such Materials and all related Intellectual Property rights (as defined in Section 13.1(i) below) shall be solely owned by Corcept and shall be presumed to be the Confidential Information of Corcept (as defined in Section 8 below), unless Corcept expressly provides otherwise. All Materials distributed by Optime must be approved in writing by Corcept prior to any communication or provision thereof by Optime to patients or any other third parties. Optime shall not produce or include with any such Materials its own materials regarding the Products. In no event shall Optime make any representation, warranty or guarantee to any third party about Corcept or the Products, whether orally or in writing, except as may be specifically and expressly approved by Corcept in writing.

4.5 Storage, Handling and Distribution. Product sold or made available pursuant to this Agreement in the Territory shall be warehoused by Optime at the certified Optime location in accordance with all related Task Orders, SOPs, and Corcept instructions. **"Territory"** shall mean [**]. Optime shall store and maintain all Product in accordance with FDA-approved labeling, in a clean and orderly location and in a manner that maintains the proper rotation and quality of Product. Additionally, Optime shall store and handle all Product inventory in accordance with specifications for such storage and handling of the Products provided to Optime by Corcept, and any deviations from such specifications shall be reported to Corcept immediately. At all times, Optime shall store, maintain, handle, and distribute Product (i) in compliance with all applicable Optime SOPs, Financial Controls, and Corcept's written instructions, (ii) with due care in accordance with the standards and practices which are generally accepted in the industry and exercised by other persons engaged in performing similar services in the local areas, and (iii) in accordance with Applicable Law. At Corcept's request, Optime shall provide Corcept with evidence of such compliance with Applicable Law, including but not limited to, copies of state licenses, permits and inspection reports for Optime's facilities.

4.6 Title; Risk of Loss. All Product [**]. Title to Product [**]. Dispensed Product shall not be adulterated or misbranded and shall comply with all applicable packaging and labeling requirements. Corcept shall bear [**] *except to the extent* loss or damage results from [**] of Optime, its employees or agents, violation of Optime's Representations and Warranties pursuant to Section 12 hereof, or Optime's violation of Applicable Law, in which case Optime shall reimburse Corcept for the value of such lost or damaged Product.

4.7 Product Recalls. In the event that the FDA determines that its approval for dispensing and administration of Product to patients should be revoked for any reason whatsoever (any such event, a "**Recall**"), Optime shall [**] with Corcept to effectuate the Recall with respect to Product in Optime's possession or that has been dispensed by Optime. Corcept shall reimburse Optime for [**] related to Recalls, including shipping Product back to Corcept or to a designated reverse distributor for destruction, and communicating with patients to whom Optime has dispensed Product. Optime shall have no right to any replacement Product and shall be responsible for the costs of such recall or withdrawal and replacement Product to the extent that such recall or withdrawal is attributable to Optime's [**]. Optime will comply with Corcept's written instructions concerning all communications with the public and all procedures to be observed during a recall or any related withdrawal of Product.

4.8 Product Returns. Returns of Product [**] that have not yet been dispensed to patients are not subject to Corcept's returned goods policy; Optime may return Products at any time at Optime's cost and in a resaleable, unadulterated condition. Product within [**] of its expiration date may not be returned. Corcept must be contacted in advance of returning any Product.

4.9 Tracking and Tracing; DSCSA Compliance. Optime is responsible for the overall traceability of each Product shipment made by Optime to patients under this Agreement and for identification of Product shipments in transit to patients to the extent required by law. Optime will (a) comply with all applicable requirements of the Drug Supply Chain Security Act ("**DSCSA**"), including the receipt of electronic and interoperable track and trace information from Corcept, and (b) work in good faith with Corcept as reasonably requested in connection with Corcept's DSCSA-related obligations and requirements. Optime shall provide Corcept with applicable, required tracking information regarding any Product shipments, via telephone or electronic mail, within [**] of Corcept's reasonable request. During the Term and for [**] years, or for such time as required by Applicable Law, following the Term, Optime will maintain complete and accurate Records of all Products sold to facilitate compliance with this Section. **"Records"** shall mean all complete, true, and accurate written records relating to the performance of this Agreement, including without limitation orders, invoices, inventory records, accounting and financial records, including internal and external financial audit records, SOPs, Financial Controls, all Customer related records (including data as stored and archived pursuant to the applicable SOPs, Financial Controls and all Applicable Law) and correspondence pursuant to this Agreement, Customer sales records, inventory-related transactions for the Products.

4.10 Provider and Supplier Agreements. Corcept and Optime shall each obtain and maintain all [**]. Corcept and Optime shall each make available to the other, upon reasonable request, documentation of all of its applicable federal, state and professional licenses, certificates [**]. Either Party shall have the right to refuse any request for any agreements to the extent that such disclosure would violate confidentiality obligations, *provided that* such refusal right shall not apply to the extent it would limit Corcept's rights under Section 9 of this Agreement.

5. Data, Database and Data Report Services and Obligations.

5.1 Definitions. For purposes of this Agreement, the following definitions shall apply:

i. **"Corcept Work Product"** shall mean all Deliverables, and all Work Product other than Optime Work Product as those terms are defined below.

ii. "**Data**" shall include all data specified in this Agreement or arising under any Task Order, including but not limited to [**] for Corcept's Support Program for Access and Reimbursement for Korlym® ("**Spark**

Program"), and such other data as the Parties agree shall be provided by Optime to Corcept under this Agreement.

iii. "**Data Privacy Laws**" means those applicable international, federal, state and local laws, rules and regulations addressing data privacy, data security and breach notification, which include without limitation: (i) the California Consumer Privacy Act of 2018, as amended, including by the California Privacy Rights Act of 2020, and their implementing regulations ("CCPA"); and (ii) the various federal and state data privacy, data breach notice, security and consumer protection laws of the United States.

iv. **"Deliverables"** shall mean all reports, Data, analyses and other information or items to be provided by Optime to Corcept pursuant to this Agreement or any fully executed Task Order.

v. **"Optime Work Product"** shall mean [**].

vi. "**Personal Information**" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer or household, or is otherwise information that is regulated by applicable Data Privacy Laws.

vii. "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" as defined in 45 C.F.R. § 160.103.

viii. **"Work Product"** shall mean [**].

5.2 Database. Optime will maintain a secure and centralized database ("**Database**") to store [**]. The Database will comply with all terms and requirements of applicable SOPs, Financial Controls, and this Agreement, as well as all Applicable Law including, without limitation, HIPAA, HITECH, and all other applicable federal and state data protection laws.

5.3 Individual Consent. The Parties shall coordinate in good faith to obtain individual authorizations and consents as necessary for data sharing to support the provision of all Services. Each Party shall maintain individual authorizations and/or consents collected by such Party as part of its Records. Before disclosing any identifiable health information to Corcept, Optime represents and warrants that it shall obtain all appropriate and valid authorizations and consents signed by the applicable individual [**].

i. *Consented Individuals*. [**].

ii. *Non-Consented Individuals*. [**].

5.4 Data To Be Secure. Optime shall maintain logical structure and security controls in compliance with the Security Addendum attached hereto at Exhibit B which prevent such Data from being accessed by unauthorized persons, including third parties and other Optime customers.

5.5 Data Reports. Optime will provide Corcept or third parties specifically authorized by Corcept with all Operational Data and data reports (each, a "**Data Report**") as set forth at Exhibit C, as may be amended, or any subsequent Task Order, and as may be otherwise provided in any data sharing agreement and/or Task Orders which may prescribe Data content and format specifications, or the manner and frequency which Data shall be shared with Corcept. Any data sharing agreement that may be entered into between the Parties shall be incorporated into this Agreement by reference once fully executed by both Parties.

5.6 Access to Corcept Information Technology. Corcept may provide Optime with access to the Corcept network, system, and/or a specific application, as Corcept may decide in its sole discretion (the "**Information Technology**") for use under this Agreement. This Information Technology will be used solely for purposes of, and in connection with, the Services provided under this Agreement and for no other purpose whatsoever. Access

to such Information Technology will be strictly limited to those Optime, employees, and permitted subcontractors who are required to use such Information Technology for the performance of the Services. Such Information Technology may not be copied, modified or distributed, or provided to or used by any third party. Optime will be liable for any unauthorized use of Corcept's Information Technology by any Optime Personnel. Optime will take all reasonable precautions to prevent unauthorized access to Corcept's Information Technology by Optime Personnel and any third party. Optime will notify Corcept immediately, and in any event within no more than [**] days of becoming aware of any actual or suspected unauthorized access to such Information Technology.

6. Adverse Event Reporting. Optime shall notify Corcept within one (1) business day but no later than three (3) calendar days (whichever comes first) of becoming aware of any Adverse Event in connection with the use of the Products to Corcept's pharmacovigilance representative, as set forth in more detail in Exhibit D.

7. Product Complaints. Optime shall notify Corcept within one (1) business day of becoming aware of any Product Complaints in connection with the use of the Products by giving notice to Corcept's quality assurance representative. Notifications under this Section shall include the following information, if available (a) reporting individual's full name, address, and telephone number; (b) name, lot number and strength of the Product being reported; (c) brief description of the complaint being reported; and (d) any other information reasonably necessary for Corcept to adequately investigate or report such Product Complaint to the FDA. For purposes of this provision, Product Complaint shall mean a Product Complaint as defined in 21 C.F.R. §211.198.

8. Confidentiality.

8.1 Confidential Information. "**Confidential Information**" means any and all confidential and proprietary information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), regardless of the means of communication, directly or indirectly, in writing, electronically, orally, by inspection of tangible objects, or whatever other form transmitted. Confidential Information includes without limitation, information that is related to any of the following: the business, activities or facilities of Disclosing Party, including research, design and development; financial, Services-related, and Personnel Data; marketing and sales information; operational information; business strategies, forecasts and plans; product and service ideas, concepts or prototypes about improving existing offerings or creating new offerings; the identity and needs of the Disclosing Party's patients, customers, and potential customers; and all the other techniques, know-how, trade secrets, and other intellectual property that is disclosed to Receiving Party, observed or obtained in the course of performance of this Agreement that is either clearly and conspicuously marked "CONFIDENTIAL" or that reasonably should be considered confidential or proprietary under the circumstances of disclosure. The existence of this Agreement and its terms shall be treated as Confidential Information of both Parties and shall not be disclosed by either Party except as required or allowed by the terms of this Agreement.

8.2 Definitions, Use and Authorized Disclosure.

i. All Confidential Information of a Disclosing Party shall be used solely for purposes of this Agreement and shall kept in strict confidence by the Receiving Party and shall be treated with the same care as Receiving Party treats its own Confidential Information, which shall be at least a reasonable standard of care. Notwithstanding the foregoing, Optime shall use heightened care to ensure that Corcept's Confidential Information is not disclosed [**]. Each Receiving Party shall contractually require any directors, officers, employees, affiliates, consultants, agents or subcontractors ("**Representatives**") who will access Disclosing Party's Confidential Information to comply with confidentiality restrictions at least as strict as those set forth in this Agreement. Each Receiving Party acknowledges and agrees that it shall be responsible for any unauthorized access to, or use or disclosure of the Disclosing Party's Confidential Information committed by any of the Receiving Party's Representatives. The confidentiality and non-use obligations described in this Section do not apply to: (a) any information that has become publicly available though no action of the Receiving Party; (b) any information that is rightfully obtained from third parties who are not bound by any confidentiality requirement; (c) any information that is in the recipient's possession prior to receipt from the Disclosing Party, as evidenced by the

Receiving Party's contemporaneous Records; (d) is independently developed by the Receiving Party without use of, application of or access to the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's contemporaneous Records; or (e) information required for accreditation or licensure, or the performance of routine business operations (such as those required to evidence Corcept's status as an authorized Corcept for Product, or for Corcept to evidence the pedigree of Product).

ii. A Receiving Party may disclose the Confidential Information belonging to the Disclosing Party to the extent such disclosure is reasonably necessary in the following instances; *provided*, that the Receiving Party, to the extent possible, shall give the Disclosing Party prior written notice (or, to the extent prior notice is not possible, written notice as soon as possible) of the proposed disclosure and shall cooperate fully with the Disclosing Party to minimize the scope of any such required disclosure, to the extent possible and in accordance with Applicable Law: (a) prosecuting or defending litigation; (b) complying with applicable governmental laws and regulations or rules of a securities exchange; and (c) if otherwise legally compelled to disclose such Confidential Information. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to the recipient's employees, investors, acquirers, consultants and agents who have a reasonable need to know such Confidential Information and are bound by obligations of confidentiality and non-use no less restrictive than those set forth in this Section.

iii. The Parties' obligations of confidentiality and non-use hereunder shall survive termination or expiration of this Agreement, and shall be in addition to, and not in place of, any other non-disclosure and/or confidentiality obligations that the Parties may otherwise agree upon.

iv. Unless otherwise expressly set forth herein to the contrary, each Party hereby acknowledges and agrees that, as between the Parties, the Disclosing Party owns all right, title, and interest in and to the Confidential Information disclosed to the Receiving Party. Nothing contained herein shall be deemed to grant to either Party any rights or licenses under any patent applications or patents or any know-how, technology, inventions, or other intellectual property rights of the other Party.

8.3 Corcept Confidential Information. Corcept Confidential Information under this Agreement shall include, but is not limited to, the following: (a) [**]; (b) [**]; (c) [**]; and (d) any information disclosed by or on behalf of Corcept to Optime under any nondisclosure or confidentiality agreements and/or other agreements between the Parties executed prior to the Effective Date.

8.4 Exception to the Duty of Non-Disclosure.

i. The Receiving Party may disclose Confidential Information of the Disclosing Party solely to the extent such disclosure is required by Applicable Law, a valid order of a court or other governmental body having jurisdiction, or rules of a securities exchange; *provided, however,* that the Receiving Party both: (a) gives prompt notice to the Disclosing Party of the disclosure requirement in order to allow the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure, and (b) reasonably cooperates in such efforts by the Disclosing Party, where not prohibited by Applicable Law, court order, or securities exchange rules, in obtaining a protective order preventing or limiting the required disclosure.

ii. Optime hereby agrees that Corcept may disclose Optime's Confidential Information or jointly owned Confidential Information, as the case may be, to regulatory authorities to the extent such disclosure is required to comply with applicable governmental regulations or is in connection with Corcept's filings, submissions and communications with regulatory authorities, including the U.S. Securities Exchange Commission.

8.5 Return of Confidential Information. Upon expiration or earlier termination of this Agreement, or upon the Disclosing Party's earlier request, the Receiving Party (a) shall return to the Disclosing Party all documents, papers, and other materials in the Receiving Party's possession or under the Receiving Party's control containing the Disclosing Party's Confidential Information, or (b) shall destroy any or all such documents, papers and other materials items, and confirm such action by sending the Disclosing Party a signed Certification of Destruction

describing the materials destroyed. Notwithstanding the foregoing, each Party may retain a single archival copy of the other Party's Confidential Information for the sole purpose of facilitating compliance with the surviving provisions of this Agreement.

8.6 Injunctive Relief. Optime agrees that its obligations hereunder are necessary and reasonable in order to protect Corcept's Confidential Information and business, and expressly agrees that monetary damages would be inadequate to compensate Corcept for any breach of the terms of this Agreement. Accordingly, Optime agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Corcept, and that, in addition to any other remedies that may be available, in law, in equity or otherwise, to Corcept, Corcept will be entitled to seek injunctive relief against the threatened breach of this Agreement or any Task Order or the continuation of any such breach, in the appropriate court of competent jurisdiction.

8.7 Safeguards. Optime shall implement and/or maintain a comprehensive written information privacy and security program that includes appropriate administrative, technical and physical safeguards and other security measures appropriate to the size and complexity of Optime's operations and the nature and scope its activities that (a) ensure the security and confidentiality of Confidential Information and Data; (b) protect against any anticipated threats or hazards to the security, confidentiality and integrity of Confidential Information and Data; and (c) protect against unauthorized access to or use of Confidential Information and Data that could result in the destruction, use, modification or unauthorized disclosure of such materials.

9. Records; Audits, Inspection, and Investigations.

9.1 Books and Records. Each Party shall keep complete, true and accurate books and written Records, including electronic Data, relating to the Product, Services, Service Fees, and the performance of obligations under this Agreement. Except to the extent that a longer retention period is specified in this Agreement or any Task Order, such Records shall be maintained for the longer of: (i) [**]; or (ii) [**]. Specifically notwithstanding Sections 4.10 or 8.4 as such provisions may apply to [**] for dispensing Product, upon [**] days advance written notice, at a Party's own expense, during the other Party's regular business hours, a Party (and/or its designee) shall have the right, during the Term of this Agreement, and for a period of [**] thereafter, to inspect and audit the books and Records of the other Party for the purposes of: (i) verifying compliance with this Agreement and/or law; and (ii) in the case of Corcept auditing Optime, satisfying Corcept's obligations to the FDA to inspect and audit pharmacies that dispense Product (including obligations articulated in written or verbal instructions or requests received by Corcept from the FDA) and verifying Optime's compliance with its obligations under this Agreement [**].

9.2 Audit – Access to Facilities and Records. Once annually and more frequently for "for cause" inspections, which may be performed when other information suggests a material nonconformity with Optime's obligations under this Agreement, including but not limited to product quality complaints or adverse events in the context of pharmacovigilance, Optime shall permit Corcept, at Corcept's sole cost, to engage a neutral third-party mutually agreed upon auditor to conduct reasonable and appropriate inspections of Optime's facilities and Records for purposes of ensuring compliance with pharmacovigilance, good pharmacy practices and good manufacturing practices. Corcept may conduct such inspections within [**] days of Corcept's written request but no more than [**]. Corcept may conduct additional inspections or audits within [**] of a written notice in the event of suspected fraud, waste, or abuse, patient complaints, or a material inventory or billing discrepancies. Optime shall reasonably assist Corcept with any such inspection; provided that any such inspection shall be conducted during Optime's normal business hours and in a manner that does not interfere with Optime's normal business operations. Upon reasonable notice and at least once annually, Corcept shall have the right to inspect and audit Optime's physical inventory of Products and related Records. Optime shall cooperate and assist Corcept in connection with any such inspection or audit, provided that Corcept shall not unreasonably disrupt Optime's business operations in the process. The terms regarding audits and inspections as described in this Section apply during the Term, and shall survive for [**] years post-termination of this Agreement for any reason. Unless

otherwise specified herein or in any Task Order, charges or fees shall be assessed to Corcept by Optime for such access and cooperation.

9.3 Annual Independent Financial Audit. On an annual calendar basis, Optime shall obtain a financial audit from an independent external auditor (the "**External Auditor**"). Optime shall promptly (and in any event within [**]) provide Corcept with (a) all reports it receives from an External Auditor regarding Optime's financial controls as relate to the Services and/or any programs related to Product, and (b) any material audit findings Corcept may also request assurances from the External Auditor to evidence Optime's solvency. All such reports shall be deemed Confidential Information of Optime and shall be subject to Section 8 hereof.

9.4 Regulatory Inspections and Investigations of Optime.

i. Prior Notice of Inspection, Investigation, Audit or Regulatory Action. Optime shall within one (1) business day notify Corcept in writing (with a copy of all associated notices and correspondence) in the event Optime receives any notice of inspection, investigation, audit or regulatory action from a regulatory agency (each, an "**Inspection**"), including without limitation the FDA, the United States Department of Health and Human Services, or any other government agency, any state board of pharmacy, or any national accrediting body, regarding the Services or any Product. To the extent not prohibited by Applicable Law, the Parties agree that: (a) Corcept shall have the right to be present at and to participate in any such Inspection with respect to Product or the Services; (b) Optime shall provide Corcept copies of all notices and/or communications related to any Inspection; and (c) Optime shall discuss in good faith with Corcept any corrective actions to be implemented by Optime and shall enable representatives of Corcept to participate in (including without limitation by providing reasonable advance notice of) any communications or meetings on this subject with any regulatory authority.

ii. No Prior Notice. In the event Optime does not receive any prior notice of an Inspection, Optime shall notify Corcept as soon as practicable after such inspection begins, and in all cases shall promptly notify Corcept after such Inspection concludes or in all cases within [**]. For all Inspections, to the extent permitted by Applicable Law, Optime will provide Corcept in writing with all regulatory guidance or court order, copies of all materials, correspondence, statements, forms, and Records related to this Agreement and received or generated pursuant to such Inspection, including inspection reports.

9.5 Other Regulatory Correspondence. Optime shall immediately, and in all cases within [**], notify Corcept in writing (with a copy of all associated notices and correspondence) in the event Optime receives any notices or other communications (such as notice of inquiry, notice of loss of licensure, and resulting findings) from a regulatory agency regarding any facilities used in the provision of the Services hereunder, except to the extent that an earlier notice is required under this Section. The Parties agree that Corcept shall have the primary responsibility for preparing any responses to any such notices relating to this Agreement that may be required by the regulatory authority; provided, however, that Optime shall have the primary responsibility for preparing any responses relating solely to Optime's pharmacy facility, staff, operations, and procedures. If Optime's response relates to the Services, Product, or this Agreement, Optime shall provide any proposed correspondence to Corcept for review and approval before submission and will consider, in good faith, any comments from Corcept for inclusion. If, during an Inspection, a regulatory agency identifies an issue requiring remediation, Optime agrees to cure such issue or deficiency in a timely manner.

9.6 Audit Costs. If any review uncovers errors or variations resulting in an underpayment or overpayment of amounts due for the period subject to the review, Optime will be entitled to receive the final written report. Both Parties are obligated to maintain the confidentiality of copies of the final report and may share such reports only with advisors under an obligation of confidentiality. Prompt adjustment will be made to Service Fees paid to compensate for any errors or omissions disclosed by such review. Any such review will be paid for by Corcept unless discrepancies are disclosed that amount to [**] or more of the Service Fees payable by Corcept to Optime, in which case Optime shall bear the reasonable costs of such review.

9.7 Cooperation. If Corcept requests any Records, documents or other information from Optime pertaining to an inquiry from a governmental or regulatory authority or in relation to any third-Party dispute, Optime will promptly comply with such request.

10. Mutual Representations, Warranties, and Covenants.

10.1 Mutual Compliance with Law. Each Party represents and warrants on behalf of itself and its Affiliates that they shall respectively comply with all Applicable Law in relation to this Agreement. Each Party further represents and warrants on behalf of itself and its Affiliates that it has and shall respectively maintain all federal, state and local approvals, licenses, permits and certifications required of their respective operations, and shall not undertake any activities which contravene this subsection in the performance of this Agreement. Each Party shall notify the other within [**] days of any anticipated, threatened, or actual suspension, revocation, condition, limitation, qualification, or other restriction on any such approval, license, permit, or certification which would materially impede that Party in the performance of its obligations under this Agreement.

10.2 Authority. Each Party represents and warrants on behalf of itself and its Affiliates that it has all requisite corporate power and authority to enter into this Agreement; it has taken all necessary actions on its part to authorize the execution, delivery and performance of the obligations undertaken in this Agreement, and no other corporate actions are necessary with respect thereto; and its execution of this Agreement and performance of its obligations hereunder do not conflict with, and are not prohibited by or inconsistent with, any other agreement to which it is a party.

10.3 Exclusion. Each Party hereby represents and warrants on behalf of itself and its Affiliates that (i) neither it nor any of its employees or Representatives has been or is debarred pursuant to the FDCA or has been or is excluded or ineligible from participating in either a federal healthcare program, including without limitation, the Medicare and Medicaid programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or in any federal procurement or nonprocurement programs or proposed for exclusion under such programs, and (ii) has not been convicted of a criminal offense related to the provision of health care items or services that falls with 42 USC §1320a-7(a) or §1320a-7(b)(1)-(3) (collectively, an "**Adverse Enforcement Action**"). Moreover, each Party covenants that in the event it or any of its employees or Representatives are subsequently debarred under the FDCA or excluded from a federal healthcare program during the Term hereof, it shall notify the other Party within [**] days.

10.4 Each Party hereby represents and warrants on behalf of itself and its Affiliates that: (i) the Services are not intended to serve, either directly or indirectly, as a means of marketing the Product; (ii) the Services are not intended to diminish the objectivity or professional judgment of Optime; and (iii) the Services do not involve the counseling or promotion of a business arrangement or other activity that violates any Applicable Law.

10.5 Each Party further hereby represents, warrants and covenants on behalf of itself and its Affiliates that it has not given or promised to give, and will not make, offer, agree to make or authorize any payment or transfer anything of value, directly or indirectly to (i) any Government or Public Official (as defined below); (ii) any political party, party official or candidate for public or political office; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given, or promised, directly or indirectly, to anyone described in items (i) or (ii) above; or (iv) any owner, director, employee, representative or agent of any actual or potential customer of such party (if any such transfer of value would be a violation of any Applicable Laws). Each Party will make commercially reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable the other Party to ensure compliance with applicable anti-bribery laws. For purposes of this Agreement, "**Government or Public Official**" means any officer or employee or anyone acting in an official capacity on behalf of: a government or any department or agency thereof: a public international organization (including but not limited to the United Nations, the International Monetary Fund, the International Red Cross, and the World Health Organization), or any department, agency or institution thereof; or a government-owned or controlled company, institution, or other entity, including a government-owned hospital or university.

10.6 Each Party agrees that it will promptly notify (and in all cases within [**]) the other Party in writing if any of the representations and warranties made by such Party on behalf of itself or its Affiliates in this Section 10 cease to be true at any time during the term of the Agreement.

11. Corcept Representations, Warranties and Covenants.

11.1 Product Warranties. Corcept hereby represents and warrants that: (i) it will have good title to Product, free and clear of all security interests, liens or other encumbrances of any kind or character, which is delivered by Corcept to Optime under this Agreement; (ii) it has, and at all times during the Term shall maintain, all governmental licenses, permits and approvals required to offer for consignment or sell the Product as required under this Agreement; (iii) the Product is not adulterated or misbranded and has been approved by the FDA as required for the use(s) contemplated under the Agreement; (iv) Product complies with all Applicable Law, regulations, directives, and requirements of the FDA, federal, state and local laws, rules, including without limitation, packaging and labeling requirements, product warning requirements, product design and safety requirements and advertising requirements; and (v) Product may be introduced or delivered into interstate commerce under all Applicable Law.

11.2 Bona Fide Services. Corcept hereby represents and warrants that: (i) it has engaged Optime to perform bona fide, legitimate, reasonable, and necessary Services; and (ii) the aggregate Services contracted for do not exceed those which are reasonably necessary to accomplish the commercially reasonable business purpose of the Services.

12. Optime Representations, Warranties and Covenants.

12.1 Optime Conduct. Optime hereby represents, warrants and covenants on behalf of itself and its Affiliates that as of the Effective Date and during the Term of this Agreement it shall:

i. Perform all Services, and prepare all Reports, in a professional and timely manner in accordance with the terms and conditions of this Agreement, the applicable Task Orders, all SOPs (as defined herein), all applicable industry standards and professional Codes of Conduct, and all Applicable Law.

ii. Maintain all licenses, certifications, permits and authorizations pertinent to the practice of pharmacy and required by all Applicable Law and this Agreement;

iii. Make no representation, guarantee, or warranty about Product, whether orally or in writing, except as contained in Materials delivered to Optime by Corcept for use in connection with the Services;

iv. Avoid deceptive, misleading or unethical practices that are or might be detrimental to -the other Party, Product, or the public;

v. Make no false or misleading representations with regard to either Party or Product;

vi. Use its [**] to provide facilities, equipment, supplies and personnel of appropriate professional qualifications training and experience necessary to perform the Services, and perform standard checks, calibration, and any required services of pharmacy equipment as frequently as necessary to comply with applicable manufacturer recommendations and pharmacy laws;

vii. Pursuant to the Quality Agreement between the Parties effective July 16, 2020 as may be amended ("**Quality Agreement**") and as may be additionally required in relation to a particular Service, install appropriate quality controls to ensure compliance with this Agreement;

viii.Train and cause its Personnel associated with this Agreement to comply with all applicable Corcept policies, SOPs, and Financial Controls;

ix. Annually renew and provide to Corcept a Service Organization Controls ("**SOC**") report covering the business processes, computer systems and other mechanisms by which Optime produces and transmits to Corcept the financial data relating to the Services; and

x. Use commercially reasonable efforts to maintain an adequate inventory of Products to respond to prescription volume, and ensure that such inventory is used to fill prescriptions in accordance with all applicable SOPs and Financial Controls.

12.2 Exclusivity. Optime shall not, directly or indirectly, perform services for any third party with respect to a treatment or potential treatment (whether generic or otherwise) for any disorder treated by a Product, unless otherwise specifically agreed to by the Parties.

12.3 Subcontractors. Optime shall not use independent subcontractors to carry out its obligations under this Agreement without prior approval from Corcept. Any subcontractor that is expressly authorized by Corcept shall be subject to all of the terms and conditions applicable to Optime under this Agreement, and Optime shall be responsible and retain sole liability for the performance of all Optime subcontractors. Optime shall be responsible for any permitted Optime subcontractor's compliance with the terms hereof. Optime acknowledges and agrees that a breach by any of its subcontractors under this Agreement shall be treated as a breach by Optime.

12.4 All Necessary Proprietary Rights. Optime hereby represents and warrants on behalf of itself, its Affiliates, and its Representatives that it owns and possesses all right, title and interest in and to, or has valid licenses to use all the proprietary rights necessary to perform its obligations under this Agreement, and owns or possesses or can acquire on commercially reasonable terms sufficient legal rights to all Optime Intellectual Property, including Optime Pre-Existing Intellectual Property, without any known conflict with, or infringement of, the rights of others, as necessary or useful to perform its obligations under this Agreement. Neither Optime nor any of its Representatives would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any third party by conducting its business (including by performing its obligations under this Agreement); and further neither Optime nor any of its Representatives have received any communications alleging that it has violated, or does violate, by conducting its business (including by performing its obligations under this Agreement), any of the patents, trademarks, service marks; tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any third party.

12.5 Prior Legal Proceedings. Optime hereby represents and warrants that there is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or currently threatened against Optime related to the Services and obligations under this Agreement. In the event such a claim, action, suit, proceeding, arbitration, complaint, charge, or investigation arises, Optime shall promptly notify Corcept within [**] days.

12.6 No Material Liabilities or Obligations Having Adverse Effect on Performance. Optime hereby represents and warrants that it has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business; (ii) obligations under contracts and commitments incurred in the ordinary course of business; and (iii) liabilities and obligations of a type or nature not required under GAAP to be reflected in Optime's financial statements, which in all such cases, individually and in the aggregate would not have a material adverse effect on (a) the results of operations, assets, business or financial condition of Optime or (b) Optime's ability to perform its obligations under this Agreement. Optime maintains and shall continue to maintain a standard system of accounting established and administered in accordance with GAAP.

12.7 Adverse Enforcement Actions. Optime shall immediately cease all activity under this Agreement if it becomes the subject of an Adverse Enforcement Action (as that term is defined in Section 10.3 above), and shall not permit any Optime Personnel who, to its knowledge (after performing reasonable inquiry), becomes the subject of an Adverse Enforcement Action from performing any Services under this Agreement. Optime shall promptly notify Corcept (and in all cases within [**]) if any of its necessary federal and state licenses, permits or other appropriate certifications lapse, expire or are cancelled.

12.8 Computer Systems. Optime hereby represents and warrants that any computer systems used in connection with the Services shall operate substantially in accordance with any descriptions or the specifications set forth in this Agreement or any applicable Task Orders. A business continuity plan, as set forth in an applicable SOP, will be implemented by Optime to assure that this warranty will be met. Optime shall use [**] technical measures to (i) detect and eliminate computer viruses and other destructive code introduced to any computer systems used in connection with the Services, (ii) correct any error reproducible by Optime in any computer systems used in connection with the Services, and (iii) ensure that any computer systems used in connection with the Services are available without interruption, except as contemplated by its business continuity plan, or as a result of a Force Majeure event.

12.9 Additional Data Privacy and Security Representations and Warranties. Optime hereby represents and warrants that: (i) from the Effective Date and for so long as this Agreement is in effect, it has implemented a written information security program that includes [**] administrative, technical and physical safeguards designed to protect the safety, security and confidentiality of information and data of its clients, including Corcept; (ii) Optime's use and dissemination of Personal Information in connection with the Services shall be conducted in accordance in all material respects with applicable privacy policies published or otherwise adopted by Optime and all Applicable Law; (iii) Optime shall: (A) take [**] steps to ensure that information related to Corcept is reasonably protected against loss and against unauthorized access, use, modification, disclosure or other misuse; (B) take all [**] steps to protect the confidentiality, integrity and security of its software, databases, systems, networks and Internet sites and all information stored or contained therein or transmitted thereby from potential unauthorized use, access, interruption or modification by third parties; and (C) encrypt all such information while in transit outside of Optime's computing systems or networks. Without limiting the foregoing, Optime shall provide in writing to Corcept, upon reasonable request: (i) a summary of its then current written information security program; (ii) confirmation that, to Optime's knowledge, no unauthorized access, interruption or modification to, loss, or destruction Corcept's Confidential Information or non-public Personal Information provided by or on behalf of Corcept (each, a "**Data Breach**") has occurred; and (iii) a written privacy policy governing the manner by which Optime collects, uses and transfers nonpublic Personal Information and other Confidential Information. Optime further represents and warrants that it shall notify Corcept [**] after Optime becomes aware of any Data Breach, and shall provide information about such Data Breach as reasonably requested by Corcept.

13 Intellectual Property.

13.1 Pre-Existing Intellectual Property.

i For purposes of this Agreement, "**Intellectual Property"** shall mean any and all patents, innovations, trade secrets, inventions, know-how, copyrights and works of authorship, trademarks, service marks, trade dress, ideas, improvements, methods, algorithms, designs, software, code, discoveries, enhancements, modifications, data, other registered and/or non-registered intellectual property, and information of every kind and description, applications and issued rights for the same, and registrations and applications for registration or renewals thereof in the United States and all other nations throughout the world, including without limitation all derivative works, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by Applicable Law, regardless of the medium of fixation or means of expression.

ii Corcept shall remain the sole owner of all right, title and interest in and to, or licensee of, as applicable, all Confidential Information and all Intellectual Property Rights that are owned or controlled by Corcept as of the Effective Date and/or otherwise independently of Optime and this Agreement ("**Pre-Existing Corcept Intellectual Property"**), and no right, title or interest therein is transferred or granted to Optime except solely as provided in Section 13.5 below. Any rights accrued by Corcept in the relationship with Optime prior to the Effective Date of this Agreement shall continue to belong to Corcept unmodified by this Agreement.

iii Optime shall remain the sole owner of all right, title and interest in and to, or licensee of, as applicable, [**] as of the Effective Date and/or otherwise independently of Corcept and this Agreement ("**Pre-Existing**

Optime Intellectual Property"), including without limitation [**] and all intellectual property rights claiming or covering the [**], and no right, title or interest therein is transferred or granted to Corcept except solely as provided in Section 13.3.

13.2 Optime Intellectual Property. Optime shall own all right, title, and interest in and to all Optime Work Product.

13.3 Optime License to Corcept.

Optime hereby grants to Corcept a [**] license, [**] under all Intellectual Property Rights that are owned or controlled by Optime and that are [**].

13.4 Corcept Intellectual Property.

i Corcept shall own all right, title, and interest in and to all Corcept Work Product, Materials, Deliverables, and Data not related to Optime Work Product arising or otherwise established and maintained for the purposes of providing the Services herein. All such right, title, and interest in and to all (A) Corcept Work Product, Materials, and Deliverables, arising from or related to the Services, and (B) all Data not related to Optime Work Product, shall be collectively referred to as "**Corcept Intellectual Property.**" Optime shall assign, and shall cause its Personnel to assign, and hereby assigns to Corcept all right, title, and interest in and to the Corcept Intellectual Property without royalty or other consideration (other than compensation for Services as provided by this Agreement). Optime shall require that, prior to the performance by its Personnel of any work in connection with this Agreement, all such Personnel are bound by written agreements providing for the assignment to Optime of all inventions, discoveries and improvements that they may conceive or make in connection with Corcept Intellectual Property. Optime will disclose Work Product under this paragraph promptly to Corcept. Optime will execute any documents reasonably required for Corcept to perfect its ownership interest in any Work Product.

13.5 License to Optime.

i Subject to the terms and conditions of this Agreement, Corcept hereby grants Optime a [**] license, limited to the term of this Agreement, to use Pre-Existing Corcept Intellectual Property and Work Product and Materials, solely for the purpose of [**].

ii During the Term, in the event Optime has the need to use Corcept's trademarks. service marks, and related trade dress (the "**Marks**") in the Territory solely in connection with the performance of its obligations under this Agreement and/or to provide the Services hereunder, Optime may display or otherwise use the Marks only with the prior written approval by Corcept. This Section 13.5(ii) shall not constitute a license to use the Marks or the goodwill associated therewith for any other purpose. and upon expiration or termination of this Agreement for whatever reason, Optime shall immediately cease all use of the Marks and the goodwill associated therewith. Optime shall not alter any Marks and further shall not register, or cause to be registered, any marks similar to the Marks. Optime shall not at any time do or permit any act to be done which may in any way impair the rights of Corcept in the Marks. Optime shall not obtain or assert any claim to any of the Marks (whether owned by Corcept or licensed to Corcept) in the Territory or otherwise, and Optime shall assign and hereby assigns to Corcept all its right, title and interest in any rights so obtained

13.6 SOPs and Financial Controls. The Parties shall jointly own [**] established and maintained for the purposes of providing the Services herein. Nonetheless, Optime acknowledges that SOPs and Financial Controls relating to Products and Services provided in support of such Products constitute Corcept Confidential Information and include trade secret information developed using substantial Corcept resources, which is integral to Corcept's business, and the disclosure of which would cause irreparable harm to Corcept. As such, during the term of this Agreement and for a period of [**] thereafter, Optime shall not [**]. Notwithstanding any other provision in this Agreement, this Section 13.6 shall survive termination of this Agreement for any reason.

13.7 No Implied Rights or Licenses. Neither Party grants to the other Party any rights or licenses in or to any patent or other Intellectual Property right, whether by implication, estoppel or otherwise, except to the extent expressly provided for under this Agreement.

14. Term of Agreement. This Agreement shall commence on the Effective Date, and continue for a period of three (3) years. Thereafter, this Agreement shall automatically renew for successive three-year terms unless either Party sends a notice of non-renewal to the other Party at least [**] days prior to the expiration of the term then in effect (the initial term and any renewal terms being collectively, the "Term").

15. Termination.

15.1 Termination for Convenience. Corcept shall have the right to terminate this Agreement in its entirety or any Task Order at any time with or without cause upon [**] days prior written notice to Optime. In the event a Task Order is terminated without cause, Corcept shall pay Optime for all Services rendered through the effective date of termination in accordance with the Service Fees set forth in such Task Order, together with any reasonable additional non-cancellable expenses actually incurred in connection with the shutdown or previously committed to. Optime shall make every effort to limit any expenses incurred after receiving the termination notice and any excess funds held in reserve by Optime shall promptly be returned to Corcept.

15.2 Termination for Material Breach. Either Party may terminate this Agreement upon the occurrence of a material breach by the other Party, subject to the following procedure; provided, however, in the event Optime breaches Section 12.4 of this Agreement, then Corcept may immediately terminate this Agreement upon written notice to Optime. The non-breaching Party must give written notice to the breaching Party of the nature and occurrence of such breach. If the breach is not cured within [**] days of such notice, or if the breach cannot reasonably be cured within such [**]day period, then the non-breaching Party may provide written notice to the breaching Party that this Agreement will be terminated immediately.

15.3 Termination due to Bankruptcy or Insolvency Notwithstanding the forgoing, either Party may effect an immediate termination of this Agreement upon notice to the other Party if the other Party: (i) is dissolved or applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (ii) files a voluntary petition in bankruptcy; (iii) admits in writing its inability to pay its debts as they become due; (iv) makes a general assignment for the benefit of creditors; (v) files a petition or an answer seeking reorganization or arrangement with creditors or takes advantage of any insolvency law; or (vi) is subject to an order, judgment or decree entered, or to be entered, by a court of competent jurisdiction, on the application of a creditor, adjudicating such Party as bankrupt or insolvent, approving a petition seeking reorganization of such Party, or appointing a receiver, trustee or liquidator of such Party of all or a substantial part of its assets. Termination shall have no effect upon the rights or obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.

15.4 Termination for Debarment. Corcept shall have the right to terminate this Agreement immediately upon written notice to Optime if either (i) Optime or any of Representatives providing Services hereunder becomes debarred or receives notice of or threat of debarment under the provisions of the Generic Drug Enforcement Act of 1992 as amended or any other federal or state debarment or exclusion list; or (ii) Optime is in breach of Section 10.1.

15.5 Effect of Termination of the Agreement.

i. Upon termination of this Agreement, Optime shall immediately return and transfer to Corcept, in accordance with Corcept's instructions and in a manner that is mutually agreed upon in advance of such transfer, all Corcept property and Corcept Intellectual Property in Optime's possession and control, including [**]. In addition, Optime shall make available to Corcept for its [**]. Any return of Product inventory shall be at Corcept's expense. Optime will use [**] to transfer any Data, files, inventory and any other items specified by Corcept, as well as any other items as may be [**] by successor pharmacy or

pharmacies designated by Corcept, and take such other steps, without delay, as are [**] to assure that patients continue to receive Products without interruption or delay.

ii. Optime shall [**] to collect, or assist a Corcept designated third-party to collect, any outstanding Corcept Funds. Optime shall otherwise provide all other cooperation [**] by Corcept to ensure a smooth transition and the uninterrupted operation of the specified Services.

iii. Upon termination of any Task Order, Corcept shall pay to Optime all undisputed amounts due for all Services rendered by Optime under the terms of the Task Order in addition to any non-cancellable obligations or expenditures incurred by Optime in accordance with the Task Order, *provided* that all such payments have been previously authorized by Corcept. Such payments shall be paid on a pro rata basis up to the effective date of termination of such Services to the extent such payments were not yet paid under the provisions of the applicable Task Order. Any funds held by Optime, which by contract definition or amendment are deemed unearned, shall be immediately returned to Corcept but not less than [**] days after termination or expiration of any Task Order or this Agreement.

15.6 Effect of Termination of Any Task Orders. The termination of any Task Order will not terminate this Agreement with respect to any other ongoing Task Orders.

16. Indemnification.

16.1 Corcept's Indemnification Obligation. Subject to the terms hereof, and on behalf of itself and its Affiliates, Corcept shall indemnify, defend and hold harmless Optime, its Affiliates and their respective officers, directors, and employees (collectively, the "**Optime Group**") from and against any loss, costs, damages, or expense (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, demand, action or proceeding brought by a third party (collectively, "**Claims**") to the extent arising from: (i) breach of any Corcept representation or warranty hereunder by any member of the Corcept Group (as defined below); (ii) the negligence, gross negligence, fraud, or willful misconduct by any member of the Corcept Group; (iii) failure by any member of the Corcept Group to comply with the terms of this Agreement; (iv) violation of Applicable Law by any member of the Corcept Group; (v) use of the Product by a patient with a valid prescription for said Product; or (vi) the manufacture, sale, or importation of Product by Corcept. Such obligation to indemnify, defend and hold harmless shall not apply to the extent that Losses from Claims arise from: (i) failure by any member of the Optime Group to comply with the terms and conditions of this Agreement (including breach of any representations and warranties under this Agreement); or (ii) the negligence, gross negligence, or willful misconduct of any member of the Optime Group.

16.2 Optime's Indemnification Obligation. Subject to the terms hereof, and on behalf of itself and its Affiliates, Optime shall indemnify, defend and hold harmless Corcept, its Affiliates and their respective officers, directors, and employees (collectively, the "**Corcept Group**") from and against any Losses resulting from any Claims to the extent arising from: (i) breach of any Optime representation or warranty hereunder by any member of the Optime Group; (ii) the negligence, gross negligence, fraud, or willful misconduct by any member of the Optime Group; (iii) failure by any member of the Optime Group to adhere to the terms of any Task Order, Corcept's written instructions, the Security Addendum, or the terms of this Agreement; or (iv) violation of Applicable Law by any member of the Optime Group. Such obligation to indemnify, defend and hold harmless shall not apply to the extent that Losses from Claims arise from: (i) failure by any member of the Corcept Group to adhere to the terms and conditions of this Agreement (including breach of any representations and warranties under this Agreement); or (ii) the negligence, gross negligence, or willful misconduct of any member of the Corcept Group.

16.3 Indemnification Process. The Party seeking indemnification ("**Requesting Party**") will promptly notify the other Party ("**Indemnitor**") in writing upon receipt of oral or written notice of any actual or alleged Claim for which Requesting Party seeks indemnity, provided that failure to provide such notice will not release Indemnitor

from any obligations hereunder except to the extent that Indemnitor is materially prejudiced by such failure. The Requesting Party shall (a) allow the Indemnitor, at its discretion and cost, to assume direction and control the defense of such Claim, (b) diligently assist the Indemnitor and cooperate in defending against such Claim; and (c) not, except at its own cost, voluntarily make or agree to make any payment or incur any expense in connection with any such Claim without the prior written consent of the Indemnitor. Indemnitor will use counsel reasonably satisfactory to the Requesting Party to defend each Claim, and the Requesting Party shall have the right to participate in the defense of any Claim and select and obtain representation by separate legal counsel at its own expense. If, at any time, Indemnitor reasonably determines that any Claim might adversely affect any Requesting Party, then, without limiting Indemnitor's indemnification obligations, the Requesting Party may take control of the defense of the Claim, and in such event, the Requesting Party and its counsel will proceed diligently and in good faith with that defense. Neither Party shall settle or otherwise compromise any Claim or suit in any manner that adversely affects the other Party hereunder or imposes obligations on the other Party beyond what is set forth in this Agreement without prior written consent of such other Party, which consent shall not be unreasonably withheld or delayed. Indemnitor will use reasonable efforts to ensure that any settlement it makes of any Claim is made confidential, except where not permitted by Applicable Law.

16.4 Limitation of Liability. EXCEPT TO THE EXTENT RELATED TO INTELLECTUAL PROPERTY, CONFIDENTIALITY, DATA PROTECTION, INDEMNIFICATION, OR PRIVACY OBLIGATIONS, OR CLAIMS OF FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Insurance.

17.1 General Insurance Terms and Obligations. Each Party shall maintain in effect during the Term of this Agreement a Comprehensive General Liability Policy underwritten by an insurance company that carries an [**] rating from [**] and shall name the other Party as an Additional Insured party. This comprehensive insurance policy shall be in an amount not less than [**] per occurrence, and [**] in the annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program. All insurance required hereunder may not have deductibles or self-insured retentions [**]. If any insurance required hereunder is [**], then said insurance shall [**]. Upon request, a Party shall promptly provide the other Party with a certificate of insurance evidencing compliance with this Section. Any acceptance of insurance certificates by either Party shall not limit or relieve their duties and responsibilities assumed under this Agreement. The amount of such required insurance coverage under this Section shall not limit either Party's obligations under this Agreement. Each Party shall provide the other Party a [**] day notice of cancellation, non-renewal or material modification of any of the required insurance coverages. In no event will the coverage or limits of any insurance maintained under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way either Parties obligations or liability under this Agreement.

17.2 Additional Insurance by Optime. Additionally, Optime shall maintain during the Term the following insurance coverage:

i. Fire and extended property insurance sufficient to cover [**]. Optime shall name Corcept and its subsidiaries as Loss Payees to such insurance.
ii. Worker's Compensation insurance as required by Applicable Law.
iii. Professional liability and Errors and Omissions Liability insurance covering liability for loss or damage due to an act, error or negligence having a limit of [**].
iv. Optime shall maintain cyber liability insurance coverage to cover liability arising out of Optime's failure to protect PHI and any other information deemed confidential by any Applicable or governing law, statute, or regulation with a limit of [**] per claim. Such coverage shall include[**], in rendering Services or otherwise in connection with this Agreement, including:
    A. [**]; and

B. [**].

18. Miscellaneous.

18.1 Assignability. Neither Party may assign, transfer, or otherwise delegate rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party except as set out herein. Notwithstanding the foregoing, Optime and Corcept each shall have the right to assign the Agreement and any Task Orders (including by operation of law), in whole or in part, without such consent to an affiliated company or to a third party successor who acquires all or substantially all of the business or assets of such Party to which this Agreement pertains (whether by merger, acquisition, consolidation, reorganization, sale or otherwise). Any such permitted assignment shall be effective only if the assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment of this Agreement not in compliance with this Section shall be null and void.

18.2 No Implied Rights or Licenses. Except as expressly provided in this Agreement, nothing contained herein shall be deemed to grant either Party any rights or licenses under any Intellectual Property rights of the other Party.

18.3 Relationship of the Parties. The relationship between the Parties is that of independent contractors, and nothing in this Agreement will be construed to create any partnership, joint venture, agency, or employment relationship between the Parties or between Corcept and the Personnel of Optime or any other kind of relationship and neither Party has any equity interest, voting right nor control over the other Party. Neither Party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever. Optime shall have complete and exclusive control over its employees, subcontractors and agents and shall be solely responsible for expenses and liabilities associated with the employment of its employees, subcontractors and agents. Optime will make no claim against Corcept or its Affiliates for eligibility to participate in any benefits extended by Corcept to its employees. Optime will have no authority to act for, bind or commit Corcept or its Affiliates in any way.

18.4 Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Parties. No waiver by a Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. The failure to enforce at any time the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or the right of any of the parties thereafter to enforce each and every provision in accordance with the terms of this Agreement.

18.5 Exclusivity. Subject to the terms of this Agreement, and unless expressly stated otherwise in the applicable Task Order, Optime shall be Corcept's exclusive provider of direct-to-patient pharmacy services for any Product covered by a Task Order. Subject to [**] days prior written notice, Corcept may elect, in its sole discretion, to modify this Section 18.5 to render this Agreement non-exclusive for any given Product.

18.6 Force Majeure. A Party shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such Party's reasonable control, including any of the following events or conditions, provided that such event or condition is not reasonably within the control of the nonperforming Party: civil strife, riots, acts of terrorism, insurrection, civil disturbance, war, terrorism (including but not limited to cyber security terrorism), strikes, lockouts, pandemic, fire, earthquake, flood, hurricane, typhoon, and explosion (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (except in respect of any obligation to pay money) (the "Nonperforming Party") will be excused from performing those obligations, provided that such performance shall be excused only to the extent of and during such disability; provided, further, that the affected Party takes reasonable, diligent efforts to remove the condition

constituting force majeure or to avoid its affects so as to resume performance as soon as practicable. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other Party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this Agreement. Resumption of obligations shall be made as soon as reasonably possible after the removal of such Force Majeure event and if commercially reasonable, the time for performance of this Agreement shall be extended for a equal to the duration of such cause and the time reasonably necessary to effect a cure of the Force Majeure event. If at any time Company claims Force Majeure in respect of its obligations under this Agreement and such Force Majeure lasts, or is expected to last, more than [**] days, Corcept may terminate this Agreement effective upon [**] days prior written notice.

18.7 Notices. Any notices required or permitted hereunder to be given by either Party to the other shall be in writing and may be transmitted either by electronic mail, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the Parties at the addresses appearing in this paragraph. Each Party may change its address by written notice in accordance with this paragraph. Notices shall be deemed communicated as of the date of actual receipt (which, in the case of mailed notices, shall be evidenced by a delivery receipt).

Notices to Corcept:

Corcept Therapeutics Incorporated
149 Commonwealth Drive
Menlo Park, CA 94025
Attention: Chief Business Officer
Copies to: Sean Maduck, President, Endocrinology, [**]
JD Lyon, Chief Accounting Officer, [**]
[**]

Notices to Optime:

Optime Care, Inc.
4060 Wedgeway Court
Earth City, MO 63045
Attention: Stephanie Wasilewski, General Manager
Email: [**]
Copies to: [**]

18.8 Governing Law. This Agreement shall be governed by, construed in accordance with, and interpreted under the laws of the State of Delaware, without giving effect to any conflicts of law principles, and any dispute between Corcept and Optime arising out of or related to the Agreement, any Task Order or other Agreement documents will be heard by and be subject to the exclusive jurisdiction of the state and federal courts of Delaware; provided that, in the event of any dispute between the Parties, prior to any Party commencing an action for damages, each Party will designate a representative and the representatives will meet in person or telephonically in a good-faith attempt to resolve their differences. Prior to such meeting, the complaining Party will provide a written explanation of the dispute. This clause will not preclude Parties from seeking provisional remedies, including without limitation remedies for preliminary injunctive relief, from a court of appropriate jurisdiction.

18.9 Complete Agreement. This Agreement (together with all Exhibits and Task Orders hereto incorporated by reference) constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior and contemporaneous negotiations, representations or agreements, written or oral, regarding the subject

matter hereof. Corcept specifically rejects and will not be bound by any other terms and conditions. Each Task Order shall constitute all of the terms and conditions with respect to the subject matter thereof, merging, integrating, and superseding all prior and contemporaneous representations and understandings with respect thereto. No modification, amendment or waiver of any of the provisions of the Agreement or any Task Order shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of Corcept and Optime.

18.10 Construction, Modification and Waiver. If any of the provisions of this Agreement are held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible. Any headings contained herein are for directory purposes only, do not constitute a part of this Agreement and shall not be employed in interpreting this Agreement. Any modification of this Agreement shall be in writing and shall be signed by authorized representatives of both Corcept and Optime. Any attempt to modify this Agreement orally or in a writing not executed by authorized representatives of both Parties shall be void. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18.11 Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. The Parties shall make a good faith effort to replace any such provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized

18.12 Order of Precedence: In the event of any conflicts or inconsistencies between this Agreement and any Task Order, the following order of precedence shall apply, but only with respect to the specific subject matter of each: (i) Task Order terms, (ii) Agreement. To the extent that the terms contained in the body of this Agreement conflict or are inconsistent with those contained in any of the Exhibits, the terms contained in this Agreement shall control to the extent of such conflict.

18.13 Use of Names. Neither Party shall use the other Party' s name or the name of any member of that Party's Personnel in any advertising, packaging, promotional material, or press release relating to this Agreement without the prior written approval of the other Party except to the extent such disclosure is reasonably necessary for (a) providing the Services or SPARK Program support, (b) regulatory filings including filings with the U.S. Securities and Exchange Commission or the FDA (or any equivalent oversight body in a country other than the United States), or (c) complying with applicable governmental regulations and legal requirements. Neither Party shall use the other Party's name or the name of any member of that Party's Personnel in any advertising packaging, promotional material, oral or written release of any statement, press release relating to this Agreement, without the prior written approval of the other Party except to the extent such disclosure is reasonably necessary for (a) regulatory filings, including filings with the U.S. Securities and Exchange Commission or the FDA (or any equivalent oversight body in a country other than the United States), or (b) complying with applicable governmental regulations and legal requirements. Neither Party will disparage the other Party or any Product or Services.

18.14 Survival. Unless otherwise expressly provided herein, only Sections 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 15.3, 15.5, 15.6, 16, Exhibit B, Exhibit C and this Section 18 shall survive the termination or expiration of this Agreement for any reason.

18.15 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be an original and all of which will constitute together the same document. Counterparts may be signed and delivered by facsimile, or electronically in PDF format, each of which will be binding when sent.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE]

The Parties have caused this Agreement to be executed as of the date of signatures written below by their duly authorized representatives, with the Agreement to be effective as of the Effective Date.

CORCEPT THERAPEUTICS INCORPORATED		**OPTIME CARE, INC.**	
By:	/s/ Sean Maduck	By:	/s/ Stephanie Wasilewski
Name:	Sean Maduck	Name:	Stephanie Wasilewski
Title:	President, Endocrinology	Title:	General Manager
Date:	3/16/2024	Date:	3/15/2024

EXHIBIT A – FORM OF TASK ORDER

Task Order Number [INSERT NUMBER] to Master Services Agreement Between
Corcept Therapeutics Incorporated and Optime Care, Inc.

This Task Order Number [INSERT NUMBER] (the "**Task Order**") is effective as of [INSERT DATE] pursuant to, and as a part of, that certain Distribution Services Agreement (the "Agreement") effective April 1, 2024 between Corcept Therapeutics Incorporated ("**Corcept**') and Optime Care, Inc. ("**Optime**").

Product	For the purposes of this Task Order, "Product" shall mean Corcept's product known as [INSERT PRODUCT NAME] and any successor thereto.
Territory:	UNITED STATES
Project Director	[INSERT NAME]
Corcept Representative	[INSERT NAME]
Corcept Personnel	[INSERT THE NUMBER OF PERSONNEL TO BE STAFFED ON THIS PROJECT AND ONLY THE APPLICABLE POSITION/TITLE OF THE PERSONNEL]
SOP(s) and Financial Controls:	[INSERT ALL SOPS AND FINANCIALS CONTROLS APPLICABLE TO THIS PROJECT].
Services to be Performed:	[INSERT DESCRIPTION OF EACH SERVICE TO BE PERFORMED].
Project Schedule and Timeline of Services	Target Start Date: [INSERT DATE] Target Completion Date (if applicable): [INSERT DATE, ONLY IF APPLICABLE].
Services Fees	
Deliverables and Delivery Schedule	Optime shall generate and provide to Corcept the following Deliverables: • [INSERT DELIVERABLE]: • [DELIVERY SCHEDULE; E.G., DAILY /WEEKLY /MONTHLY /QUARTERLY /ANNUALLY].
Product Complaint Contact Information	[INSERT APPROPRIATE CORCEPT QA PERSONNEL NAME AND CONTRACT INFORMATION]
Adverse Event Contact Information	[INSERT APPROPRIATE CORCEPT PV PERSONNEL NAME AND CONTRACT INFORMATION]
Other Terms, If Any	[INSERT TERMS, IF ANY]

IN WITNESS WHEREOF, the Parties have caused this Task Order to be executed by their duly authorized representatives.

CORCEPT THERAPEUTICS INCORPORATED		**OPTIME CARE, INC.**	
By:	/s/ Sean Maduck	By:	/s/ Stephanie Wasilewski
Name:	Sean Maduck	Name:	Stephanie Wasilewski
Title:	President, Endocrinology	Title:	General Manager
Date:	3/16/2024	Date:	3/15/2024

EXHIBIT B
SECURITY ADDENDUM

This Security Addendum ("**Addendum**") effective as of the **Effective Date** is by and between Corcept Therapeutics Incorporated, with its principal place of business at 149 Commonwealth Drive, Menlo Park, CA 94025 ("**Corcept**") and Optime Care, Inc., with its principal place of business at 4060 Wedgeway Court, Earth City, MO 63045 (**"Service Provider"**). This Addendum forms part of that certain Amendment No. 3 to the Distribution Services Agreement effective as of April 1, 2024 ("**Agreement**").

- Service Provider may have access to certain Data in order to perform the Services which contains certain Personal Information.

- This Addendum serves as an Exhibit to the Agreement and addresses Service Provider's obligations when Processing Data.

- Corcept entered into the Agreement with Service Provider to procure **Services**, and in performing the Services, Service Provider has access to Data (as defined below); and

WHEREAS, the parties desire to enter into this Addendum to address and define their obligations related to the security regarding the Data.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**. Capitalized terms shall have the definitions set forth in this Section, or throughout this Addendum. All capitalized terms not defined in this Addendum have the meanings set forth in the Agreement.

"**Data**" shall have the meaning assigned to it in Section 5.1(ii) of the Agreement.

"**Data Privacy Laws**" shall have the meaning assigned to it in Section 5.1(iii) of the Agreement.

"**Personal Information**" shall have the meaning assigned to it in Section 5.1(vi) of the Agreement.

"Services" shall have the meaning assigned to it in Section 2.1 of the Agreement.

"**Virus(es)**" means viruses, Trojan Horses, malware, time-bombs, time-outs, backdoors, worms, spyware, ransomware, spoofing, or any mechanism that allows remote or unauthorized access, copy prevention, deletion, disabling, modification, corruption, or anything similar to data, the Services (if applicable) or a network.

2. **Data Security Protections**.

2.1. **Security Measures**. Service Provider shall develop, implement and maintain (1) a written comprehensive information security program, and (2) technical, organizational and physical measures, safeguards and policies, all of which are designed to protect the confidentiality, integrity, availability and security of Data and Database, and which are consistent with industry standards and applicable laws.

Service Providers safeguards for the protection of Data and Database must include, at a minimum: (i) limiting access of Data; (ii) securing all systems, including without limitation, business facilities, data centers, paper files, servers, back-up systems and computing equipment, including all mobile devices and other equipment with information storage capability; (iii) implementing network, device, application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) de-identified and encryption of Data at rest and in transit; (vii) pseudonymization and encryption of Data transmitted over public or wireless networks; (viii)

conducting penetration testing and vulnerability scans and promptly implementing, at Service Provider's sole cost and expense, a corrective action plan to correct the issues that are reported as a result of the testing; (ix) implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law; (x) ensuring the ability to restore the availability and access to Data in a timely manner in the event of a physical or technical incident; and (xi) establishing a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures for ensuring the security of the processing.

2.2. **Security of Data.** To the extent applicable, Service Provider shall ensure that all Data processed by Service Provider or its Personnel in the course of performing the Services is secure from third parties, including implementing any necessary access barriers and password authorization procedures in connection therewith.

2.3. **Corcept Policies**. Service Provider and its Personnel shall comply with the mutually agreed upon IT security and data privacy policies of Corcept, which shall be made available to Service Provider prior to execution of this Agreement or for new Corcept policies, within [**] days of implementation and notice to Optime.

2.4. **Information Security Policies**. Upon request, Service Provider shall provide to Corcept its information security policies.

2.5. **Viruses**. Service Provider is solely liable for any damage or loss arising from its introduction of a Virus into Corcept's or any third party's network or computer system, and for any damage or loss to the Data arising from the introduction of a Virus into the Services or Corcept's network or computer system. To the extent that Services include access by Corcept to a software-as-a-service program or hosted software, then Service Provider will (i) use industry standard (or better) anti-virus software to prevent the introduction of Viruses into the Services and Corcept's network; and (ii) continuously monitor the Services for Viruses and promptly remove all Viruses detected. Service Provider shall not introduce any Viruses into the Services.

3. **Data Security Incident**.

3.1. **Incident.** In the event that Service Provider or any of its Personnel become aware of an actual or suspected data security breach, an unauthorized access, use, loss, theft, damage or acquisition of Data, or any other event that compromises the security, confidentiality or integrity of the Data ("**Incident**"), Service Provider shall: (i) promptly communicate the nature of the Incident to Corcept, a description of the Incident, the data and time period of the Incident, the Data involved in the Incident, an estimate of the number of data subjects involved in the Incident and their location; (ii) assist Corcept with mitigating the damages resulting from the Incident; and (iii) allow Corcept to have sole control, provided such control is in compliance with all Applicable Laws, over the timing, content, and method of providing notification to the impacted individuals and governmental authorities, if applicable.

3.2. **Liability for Incident**. In addition to any other remedies available to Corcept under this Agreement, in law or in equity, for any Incident resulting from the acts or omissions of Service Provider or its Personnel, Service Provider shall: (i) take any corrective actions necessary to remedy the Incident; and (ii) reimburse Corcept for its reasonable and necessary out-of-pocket costs and expenses relating to the Incident including: (1) Corcept's reasonable and necessary costs incurred in notifying impacted individuals, governmental authorities, and credit bureaus; (2) Corcept's reasonable and necessary attorneys' fees; (3) Corcept's reasonable and necessary costs of obtaining credit monitoring services and identity theft insurance for the benefit of the impacted individuals; (4) call center support to notify impacted individuals for [**] days; (5) all fines, penalties or charges assessed by a governmental entity directly resulting from the acts or omissions of Optime; and (6) reasonable and necessary forensic IT services used by Corcept relating to the Incident((1)-(6) are presumed direct damages, subject to) .

4. **PCI-DSS.** In the event the Services involve the access to or processing of credit card information, then this Section shall apply. With respect to any credit card information, card holder data and sensitive authentication data (collectively "**CHD**"), Service Provider shall comply with the Payment Card Industry Data Security Standards (PCI DSS), as may be updated from time to time, and provide any attestations of such as reasonably requested by Corcept. Service Provider will only use CHD as minimally necessary to perform its obligations under this Agreement, and immediately and permanently destroy such CHD after any such use. Additionally, Service Provider will obtain and maintain for the duration of the Agreement, a third-party audit confirming compliance with PCI-DSS. Service Provider will provide Corcept with that Attestation of Compliance ("**AOC**") promptly upon its receipt and annually thereafter. Service Provider shall be liable to Corcept for its breach or misuse of the CHD (or that of its Personnel), and will be liable for all fines, assessments, chargebacks, fees, penalties or the like imposed on Corcept because of such.

5. **SSAE / SOC Reports.** Service Provider shall submit to an independent, reputable third-party audit governed by the American Institute of Certified Public Accountants' (AICPA) Statement on Standards for Attestation Engagements (SSAE) No. 18 (SOC 1 Type II) and the International Standard on Assurance Engagements 3402 (ISAE 3402) (in accordance with the requirements of the International Federation of Accountants (IFAC)) (or equivalents) and obtain certificates of compliance on an annual basis. Service Provider shall provide Corcept a copy of the most recent available audit report at least annually and any time upon request. All deficiencies described in any audit report must be promptly corrected by Service Provider.

6. **Data Security Audit**. Service Provider shall permit Corcept to engage an applicable third-party to perform a data security audit as Corcept may reasonably request, in accordance with accepted applicable industry practices and standards, once per calendar year, to verify that they are complying with the requirements under this Agreement relating to data privacy and security, at Corcept's expense. In addition, Service Provider will promptly respond to all of Corcept's reasonable and applicable requests for information about its data security and privacy practices.

7. **Cloud Services**. This Section applies to the extent that Service Provider is, or the Services involve, hosting or storing Data.

7.1. **Hosting**. Data must be stored, with geographical redundancy, in the United States at a facility ("**Data Center**") that is annually audited for compliance with industry standard security measures in accordance with the NIST Cybersecurity Framework and/or ISO 27001. If Service Provider subcontracts the operation of such hosting or storage to a third-party data center, such subcontractor must be internationally recognized within its industry for the quality and reliability of its services. Service Provider may not change the Data Center provider or location without at least 60 days prior written notice to Corcept. If Service Provider changes the Data Center provider, Service Provider will not charge Corcept for any costs associated with such change.

7.2. **Disaster Recovery / Data Recovery**. Service Provider will keep complete backups of the Data, using state-of-the-art backup and recovery methods in compliance with industry standards and applicable laws, for the purposes of an orderly and timely recovery of Data. In the event any Data is lost, deleted, damaged or corrupted, Service Provider will work continuously to protect the Data, and (as applicable) restore, recover, and repair the Data from the latest backup, at no additional cost to Corcept. Service Provider will ensure the Data Center performs a complete backup of Data at least [**].

8. **Network Security**. This Section applies to the extent that Service Provider has access to Corcept's Network.

8.1. **Network Access**. "**Network**" means Corcept's information technology network which includes certain hardware, software, communication systems, infrastructure, network architecture, equipment, electronic devices and electronic data. The data stored in the Network includes Corcept's confidential information and Data. Corcept may deny, change, revoke or terminate Service Provider's or its Personnel's access to the Network, at any time, in Corcept's sole discretion, without cause or advance notice.

8.2. **Protection of the IT Network**. Service Provider and its Personnel will not, by any act or omission, adversely affect or alter the operation, functionality or technical environment of the Network. Service Provider and its Personnel will not use the Network in a way that will subject Corcept to criminal or civil liability. Service Provider agrees to comply with, and cause its Personnel to comply with, all data security, privacy and facilities policies that are applicable to the use of and access to Corcept's Network. Service Provider will ensure at all times that all computers or other electronic devices used by Service Provider or its Personnel to connect to the Network have reputable and current anti-Virus software and the appropriate security patches installed. Corcept shall have the right to audit the security logs of Service Provider and any of its Personnel to ensure that it/they are using appropriate routers, firewalls and anti-Virus software necessary to protect Corcept's Network from Viruses. Service Provider shall be liable for all damage to or loss to data accessed via the Network, disruption of use of all or any part of the Network, or other loss or damage to Corcept, its customers, employees, applicants or any third party resulting in whole or in part, directly or indirectly, from Service Provider's or its Personnel's introduction of a Virus into or through the Network.

8.3. **Risk of Loss**. In accessing and using the Network, Service Provider shall be responsible to Corcept for any of the following that occur due to the acts or omissions of Service Provider or its Personnel: (i) any loss or corruption of any data stored on, accessed with, or transmitted through the Network; (ii) any substantial disruption to the Network which materially impacts Corcept's business operations; and (iii) any damages to Corcept, its customers, or any third party resulting from unauthorized third party access to the Network, or the data accessible therein.

9. **Entire Agreement**. This Addendum and the Agreement (if and as previously amended) constitute the entire agreement between the parties with regard to the subject matter herein and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties related to the subject matter described herein. In the event of conflict between this Addendum and the Agreement, this Addendum shall control. All other terms and conditions of the Agreement not modified by this Addendum shall remain in full force in effect in accordance with its terms. Notwithstanding the foregoing, any exclusions of damages or caps on liability in the Agreement do not apply to Service Provider's breach of this Addendum or an Incident caused by Service Provider's or its Personnel's acts or omissions. This Addendum may be executed in one or more counterparts, each of which will be an original and together all counterparts are a single instrument. This Addendum may only be amended in writing that is signed by the authorized representatives of both parties.

EXHIBIT C

OPERATIONAL DATA AND FINANCIAL DATA REPORTING

[**]

EXHIBIT D

Adverse Event Reporting Agreement

DEFINITIONS:

1.1 **Adverse Event (or Adverse Drug Experience)** – An adverse event (AE) is any untoward medical occurrence in a patient administered a medicinal product and which does not necessarily have a causal relationship with this treatment. An AE can be any unfavorable and unintended sign, symptom, or disease temporally associated with the use of a product, whether or not considered related to this medicinal product. An AE may occur in the course of the use of a drug product in professional practice; from drug overdose whether accidental or intentional; from drug abuse; from drug withdrawal; any failure of expected pharmacological action (lack of effect); and drug exposure during pregnancy.

1.2 **Date of AE awareness (Regulatory Day 0)** – The date when any representative of Corcept Therapeutics or designee (including Optime Care associates) becomes aware of AE information involving a patient who has initiated use of any Corcept Product.

RESPONSIBILITIES:

1.0 ADVERSE EVENT COLLECTION:

1.1 Optime shall collect and document any adverse events ("**AE**"s) associated with the use of any Corcept Product on Corcept's Adverse Drug Experience Report Form ("**ADE Form"**).

1.2 Optime shall complete the ADE Form with all known AE details. At a minimum, the ADE Form should include an Optime's date of AE awareness, identifiable patient, identifiable reporter, suspect product information, and AE description.

2.0 ADVERSE EVENT REPORTING:

2.1 Optime shall send AE reports to Corcept Drug Safety and Pharmacovigilance ("**DSPV**") (or Corcept's delegated pharmacovigilance ("**PV**") service provider) within one (1) business day but no later than three (3) calendar days (whichever comes first) after Optime becomes aware of the event.

2.2 Corcept DSPV is responsible for reporting any AEs to the appropriate regulatory authorities.

3.0 ADVERSE EVENT RECONCILIATION:

3.1 [**], Optime will send a [**] reconciliation report to Corcept DSPV (or Corcept's PV service provider) to confirm the receipt of all AEs sent by Optime [**].

3.2 The reconciliation report shall include [**].

3.3 If a discrepancy is identified in the reconciliation by Corcept DSPV (or Corcept's PV service provider), Optime shall work with Corcept DSPV (or Corcept's PV service provider) to resolve [**].

4.0 PROCEDURES:

4.1 Optime shall have written standard operating procedure(s) in place to fulfill the requirements for AE collection, reporting, quality control, and reconciliation as outlined in this Agreement.

5.0 QUALITY CONTROL:

5.1 Optime shall have quality control processes in place to internally review and ensure all AEs have been collected and reported accurately to Corcept DSPV at a minimum on a weekly basis

6.0 TRAINING:

6.1 Corcept DSPV shall be responsible for providing AE reporting training to Optime on an [**] basis and whenever there is a change in the AE requirements or process.

6.2 Optime shall ensure all Personnel conducting activities under DISTRIBUTION SERVICES AGREEMENT are trained on Corcept's AE reporting requirements.

7.0 COMPLIANCE:

7.1 Optime shall be responsible for investigating, evaluating, and documenting deviations related to non-compliance to the requirements outlined in this Agreement.

7.2 Optime shall inform Corcept DSPV and Corcept Quality Assurance ("**QA**") of any deviations from this AE Reporting Agreement within [**].

7.3 Corcept DSPV will review and approve final investigation reports in collaboration with Corcept QA.

8.0 RECORD RETENTION:

8.1 Optime shall retain all AE related documentation, including original source Records, throughout the duration of services under the DISTRIBUTION SERVICES AGREEMENT. At the end of the DISTRIBUTION SERVICES AGREEMENT, the original records will be provided to Corcept unless otherwise instructed, in writing, by Corcept.

[END OF DOCUMENT]

[Certain identified information has been excluded from the exhibit because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential. Double asterisks denote omissions.]

SUBLEASE

BETWEEN

ZUORA, INC.

AND

CORCEPT THERAPEUTICS INCORPORATED

101 Redwood Shores Parkway, Redwood City, California

SUBLEASE

THIS SUBLEASE ("**Sublease**") is entered into as of April 12, 2024 (the "**Effective Date**"), by and between **ZUORA, INC.**, a Delaware corporation ("**Sublandlord**"), and **CORCEPT THERAPEUTICS INCORPORATED**, a Delaware corporation ("**Subtenant**"), with reference to the following facts:

A. Pursuant to that certain Lease Agreement dated as of March 19, 2019 (the "**Master Lease**"), 101 Redwood Shores, LLC, a Delaware limited liability company ("**Landlord**"), as Landlord, leases to Sublandlord, as Tenant, an area comprising the entire rentable square feet ("**RSF**") of the building commonly known as 101 Redwood Shores Parkway, Redwood City, California 94065 (the "**Building**") containing a total of approximately 100,328 RSF. The land on which the Building is located is referred to herein as the "**Land**" and is more particularly described in the Master Lease. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Master Lease.

B. Subtenant wishes to sublease from Sublandlord, and Sublandlord wishes to sublease to Subtenant, a portion of the Building containing approximately 50,632 RSF constituting the entirety of the third (3rd) and fourth (4th) floors of the Building, said space being more particularly identified and described on the floor plan(s) attached hereto as **Exhibit A** and incorporated herein by reference (and hereinafter referred to as the "**Subleased Premises**").

C. In connection with Subtenant's sublease of the Subleased Premises, Subtenant shall be entitled to the non-exclusive use of the common amenities on the first (1st) floor of the Building, including the gym, showers, bike storage, executive briefing center, café, restrooms and kitchen (collectively, the "**Shared Amenities Space**"), and in connection therewith Subtenant shall be responsible for Subtenant's Percentage Share (defined below) of the costs associated with the use, operation and maintenance of the Shared Amenities Space. As used in this Sublease, "**Subtenant's Percentage Share**" shall mean 59.25% (59,444 RSF / 100,328 RSF).

D. The total RSF of the Shared Amenities Space is approximately 14,872 RSF. In no event will the initial Subleased Premises and/or the Shared Amenities Space be subject to re-measurement by either party during the Term.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this Sublease), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Sublandlord and Subtenant hereby agree as follows:

1. Sublease. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, upon all of the terms and conditions set forth herein, the Subleased Premises. Sublandlord shall be responsible for, and shall timely pay, any fees, charges or other costs of Landlord in connection with obtaining Landlord's consent to this Sublease (including review and negotiation of the Consent (as defined below)), provided that any such

fees, charges or other costs of Landlord in connection with obtaining Landlord's consent to this Sublease in excess of $7,500.00 shall be paid for 50% by Subtenant and 50% by Sublandlord.

2. Term.

(a) Generally. The term of this Sublease (the "**Term**") shall commence on the date (the "**Commencement Date**") that is the latest to occur of (i) July 1, 2024, (ii) subject to Section 2(b)(i) below, forty-five (45) days following the date that Sublandlord delivers possession of the Subleased Premises to Subtenant (the "**Delivery Date**"), and (iii) the date upon which Sublandlord procures Landlord's consent to this Sublease in a form approved by Landlord, Sublandlord and Subtenant, each in its sole and absolute discretion (the "**Consent**"), and end on June 30, 2030 (subject to extension in accordance with Section 2(b)(iii) of this Sublease, the "**Expiration Date**"), unless sooner terminated pursuant to any provision hereof. Upon the determination of the Commencement Date, Sublandlord and Subtenant will enter into a letter agreement in the form of **Exhibit B** attached hereto.

(b) Adjustments. Notwithstanding the provisions of Section 2(a) above:

(i) If, as of the date that Sublandlord would otherwise deliver possession of the Subleased Premises to Subtenant for Early Entry (defined below), Subtenant has not delivered to Sublandlord (A) the prepaid Base Rent (defined below), (B) the Letter of Credit (defined below), and (C) certificate(s) of insurance showing Subtenant's procurement of all insurance coverage required hereunder (the "**Delivery Requirements**"), then Sublandlord will have no obligation to deliver possession of the Subleased Premises to Subtenant until the Delivery Requirements are satisfied, but the failure on the part of Sublandlord to so deliver possession of the Subleased Premises to Subtenant in such event will not serve to delay the occurrence of the Commencement Date or the commencement of Subtenant's obligations to pay Rent (defined below) hereunder.

(ii) Early Entry. Subtenant shall be permitted to access the Subleased Premises ("**Early Entry**") during the period between the second business day following the date upon which Landlord delivers the Consent and the Commencement Date, subject to the terms and conditions of this Sublease and Subtenant's satisfaction of the Delivery Requirements, solely for the purpose of preparing the Subleased Premises for Subtenant's use and occupancy (the "**Early Entry Work**"), provided that Subtenant shall exercise its right of Early Entry in a manner designed to not materially or unreasonably disrupt Sublandlord, its employees, agents, invitees and guests, including in the performance of the Delivery Condition Work (as defined below), which Subtenant acknowledges will be performed by Sublandlord during the period of Early Entry. Prior to (and as a condition of) the performance of any Early Entry Work, Subtenant shall first submit to Sublandlord for its review and approval (such approval not to be unreasonably withheld, conditioned, or delayed) Subtenant's proposed installation schedule. Without limiting the foregoing, any installation activities which are anticipated to cause excessive noise shall be performed after-hours. During Subtenant's Early Entry to the Subleased Premises, Subtenant shall be subject to all of the terms and conditions of this Sublease, except Subtenant shall not be required to pay Base Rent or Additional Rent

hereunder; provided, however, from and after the Delivery Date, Subtenant shall pay for any services in the nature described in the last sentence of Section 5(b) hereof requested by and provided to Subtenant. For the avoidance of doubt, in no event shall Subtenant conduct business in the Subleased Premises during the period of Early Entry prior to the Commencement Date and if Subtenant commences to conduct business in the Subleased Premises during such period, Subtenant shall be obligated to pay Base Rent and Additional Rent as of such date.

(iii) Extension. Notwithstanding the Expiration Date set forth in Section 2(a) above, the Term will be automatically extended through July 31, 2030, the scheduled date of expiration of the Master Lease, which shall be deemed to be the Expiration Date for all purposes of this Sublease (and Subtenant shall not be deemed to be holding over), if Subtenant (A) is not in Default (defined in Section 8 below), (B) has entered into an agreement with Landlord providing for Subtenant to occupy the Subleased Premises on a "direct" basis beyond the Expiration Date (a "**Direct Occupancy Agreement**"), (C) has notified Sublandlord of the existence of such Direct Occupancy Agreement at least three (3) months prior to the initially scheduled Expiration Date, and (D) if required by Sublandlord, has delivered to Sublandlord a release executed by Landlord, in form and substance reasonably satisfactory to Sublandlord, pursuant to which Sublandlord is released from any obligation under the Master Lease to remove installations, alterations, additions, partitions or fixtures from the Subleased Premises upon the expiration of the Master Lease. Notwithstanding the foregoing or anything to the contrary, upon receiving the Expansion Notice (defined below), and provided that Subtenant is not in Default, Sublandlord shall not at any time after receiving the Expansion Notice commence the performance of any new alterations, additions or improvements that would be required to be removed at the expiration or earlier termination of the Master Lease; provided that, this clause will not be deemed to prohibit Sublandlord from completing any alterations, additions improvements in progress at the time Sublandlord receives the Expansion Notice.

(c) Late Delivery Abatement and Termination. Notwithstanding anything to the contrary contained herein, in the event that the Consent has not been obtained as of the date that is forty-five (45) days following the mutual execution and delivery of this Sublease, either party may thereafter elect to terminate this Sublease by providing written notice to the other party prior to the Consent being obtained, in which case this Sublease shall be terminated effective upon the other party's receipt of such termination notice. In the event the Consent is received, and subject to Subtenant's satisfaction of the Delivery Requirements, if Sublandlord, for any reason other than delay caused by Tenant or any party acting by or through Tenant, does not deliver possession of the Subleased Premises to Subtenant and complete the Delivery Condition Work in all material respects on or before the date that is twenty-one (21) days after the date of execution and delivery of the Consent to Sublandlord and Subtenant (the "**Delivery Deadline**"), then Subtenant shall be entitled to a credit against Base Rent of one (1) day of Base Rent for every day following the Delivery Deadline until Sublandlord delivers possession of the Subleased Premises to Subtenant and the Delivery Condition has been achieved in all material respects (collectively, "**Late Delivery Abatements**"). In the event the Consent is received, and subject to Subtenant's satisfaction of the Delivery Requirements, if Sublandlord, for any reason other than delay caused by Tenant or any party acting by or through Tenant, does not deliver possession of the Subleased Premises to Subtenant and complete the

Delivery Condition Work in all material respects on or before the date that is forty-five (45) days after the date of execution and delivery of the Consent to Sublandlord and Subtenant, Subtenant shall have the right to terminate this Sublease by written notice to Sublandlord (the "**Termination Notice**") delivered at any time until possession of the Subleased Premises has been delivered to Subtenant and the Delivery Condition has been achieved in all material respects, in which case this Sublease shall be terminated effective upon Sublandlord's receipt of the Termination Notice. In the event this Sublease is terminated in accordance with the preceding sentence, Sublandlord shall return the prepaid Base Rent and Letter of Credit to Subtenant, any "accrued" Late Delivery Abatements will be nullified, and, except for Sublandlord's obligation to return the prepaid Base Rent and the Letter of Credit, neither party shall have any further obligations to the other under this Sublease, except for any obligations that expressly survive the expiration or earlier termination of this Sublease.

3. Rent.

(a) Base Rent Payments.

(i) Generally. Subtenant shall pay to Sublandlord as base rent:

(A) for the Subleased Premises during the Term ("**Subleased Premises Base Rent**") the following:

Months of Term	Rate Per RSF Per Month	Monthly Base Rent for Subleased Premises
1 - 12	$2.08	$105,314.56
13 - 24	$2.14	$108,474.00
25 - 36	$2.21	$111,728.22
37 - 48	$2.27	$115,080.06
49 - 60	$2.34	$118,532.47
61 - Expiration Date	$2.41	$122,088.44

(B) for Subtenant's Percentage Share of the RSF of the Shared Amenities Space during the Term ("**Shared Amenities Space Base Rent**"):

Months of Term	Rate Per RSF Per Month	Monthly Base Rent for Shared Amenities Space
1 - 12	$2.08	$18,328.01
13 - 24	$2.14	$18,877.85
25 - 36	$2.21	$19,444.18
37 - 48	$2.27	$20,027.51
49 - 60	$2.34	$20,628.33
61 - Expiration Date	$2.41	$21,247.18

The Subleased Premises Base Rent and the Shared Amenities Space Base Rent shall be collectively referred to herein as "**Base Rent**". Subtenant shall pay one (1) month's Base Rent in the amount of $123,642.57 (i.e., $105,314.56 as one (1) month of the Subleased Premises Base Rent plus $18,328.01 as one (1) month of the Shared Amenities Space Base Rent) to Sublandlord upon full execution and delivery of this Sublease; said pre-paid Base Rent will be applied to the first (1st) month's Base Rent due and payable hereunder following the Abatement Period (defined below). Base Rent shall otherwise be paid in advance on the first day of each month of the Term. If the Term does not begin on the first day of a calendar month or end on the last day of a calendar month, the Base Rent and Additional Rent (hereinafter defined) for any partial month shall be prorated by multiplying the monthly Base Rent and Additional Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. All Rent (hereinafter defined) shall be payable by wire transfer in accordance with wiring or ACH instructions provided by Sublandlord to Subtenant or to such other persons or at such other places as Sublandlord may reasonably designate in writing.

(ii) Abatement. Notwithstanding anything in Section 3(a)(i) above to the contrary, so long as Subtenant is not in Default, Subtenant shall be entitled to an abatement of Base Rent for the first (1st) six (6) full calendar months of the Term (the "**Abatement Period**"); the Abatement Period will not include any partial calendar month immediately following the Commencement Date. The total amount of Base Rent abated during the Abatement Period, in the amount of $741,855.40 (i.e., $631,887.36 with respect to the Subleased Premises Base Rent plus $109,968.04 with respect to the Shared Amenities Space Base Rent), is referred to herein as the "**Abated Rent**". If Subtenant is in Default at any time during the Term, then if such Default occurs prior to the expiration of the Abatement Period, there will be no further abatement of Base Rent pursuant to this Section 3(a)(ii) unless and until such Default is cured by Subtenant and Sublandlord, in its sole discretion, elects to accept such cure in lieu of pursuing the termination of this Sublease and thereafter the Abated Rent shall resume until applied in full. If Sublandlord terminates this Sublease due to a Default resulting from Subtenant's insolvency or bankruptcy as described in Section 17(g) of the Master Lease as incorporated herein, then, at Sublandlord's option, all then-unamortized Abated Rent (assuming amortization of all Abated Rent on a straight-line basis over the Term) shall immediately become due and payable. The payment by Subtenant of the Abated Rent in such event shall not limit or affect any of Sublandlord's other rights, pursuant to this Sublease or at law or in equity. During

the Abatement Period, only Base Rent shall be abated, and all other costs and charges specified in this Sublease shall remain as due and payable pursuant to the provisions of this Sublease.

(b) Operating Costs.

(i) Definitions. For purposes of this Sublease and in addition to the terms defined elsewhere in this Sublease, the following terms shall have the meanings set forth below:

(A) "**Additional Rent**" shall mean the sums payable by Subtenant to Sublandlord pursuant to Section 3(b)(ii) and Section 3(c) below.

(B) "**Operating Costs**" shall mean, collectively, Common Area Maintenance Costs, Utilities, Taxes and Insurance (as defined in the Master Lease) charged by Landlord to Sublandlord pursuant to the Master Lease.

(C) "**Rent**" shall mean, collectively, Base Rent, Additional Rent, and all other sums payable by Subtenant to Sublandlord under this Sublease, whether or not expressly designated as "rent", all of which are deemed and designated as rent pursuant to the terms of this Sublease.

(ii) Payment of Additional Rent. In addition to the Base Rent payable pursuant to Section 3(a) above, from and after the Commencement Date, for each calendar year of the Term, Subtenant shall pay, as Additional Rent, Subtenant's Percentage Share of Operating Costs payable by Sublandlord for the then current calendar year. Sublandlord shall provide Subtenant with written notice of Sublandlord's reasonable and good faith estimate of the amount of Additional Rent per month payable pursuant to this Section 3(b)(ii) for each calendar year promptly following the Sublandlord's receipt of Landlord's estimate of the Operating Costs payable under the Master Lease. Thereafter, the Additional Rent payable pursuant to this Section 3(b)(ii) shall be determined and adjusted in accordance with the provisions of Section 3(b)(iii) below.

(iii) Procedure. The determination and adjustment of Additional Rent payable hereunder shall be made in accordance with the following procedures:

(A) Delivery of Estimate; Payment. Upon receipt of any statement from Landlord specifying the estimated Operating Costs to be charged to Sublandlord under the Master Lease with respect to each calendar year, or as soon after receipt of such statement as practicable, Sublandlord shall give Subtenant written notice of its estimate of Additional Rent payable under this Section 3(b) for the ensuing calendar year which estimate shall be prepared based on the estimate received from Landlord (as Landlord's estimate may change from time to time), together with a copy of the estimate or statement received from Landlord. On or before the first day of each month during each calendar year, Subtenant shall pay to Sublandlord as Additional Rent one-twelfth (1/12th) of such estimated amount together with the Base Rent.

(B) Sublandlord's Failure to Deliver Estimate. In the event Sublandlord's notice set forth in Subsection 3(b)(iii)(A) is not given on or before December 31 of the calendar year preceding the calendar year for which Sublandlord's notice is applicable, as the case may be, then until the calendar month after such notice is delivered by Sublandlord, Subtenant shall continue to pay to Sublandlord monthly, during the ensuing calendar year, estimated payments equal to the amounts payable hereunder during the calendar year just ended. Upon receipt of any such post-December notice Subtenant shall (i) commence as of the immediately following calendar month, and continue for the remainder of the calendar year to pay to Sublandlord monthly such new estimated payments and (ii) if the monthly installment of the new estimate of such Additional Rent is greater than the monthly installment of the estimate for the previous calendar year, pay to Sublandlord within thirty (30) days of the receipt of such notice an amount equal to the difference of such monthly installment multiplied by the number of full and partial calendar months of such year preceding the delivery of such notice.

(iv) Year-End Reconciliation. Following the receipt by Sublandlord of a final statement of Operating Costs from Landlord with respect to each calendar year, Sublandlord shall deliver to Subtenant a statement of the adjustment to be made pursuant to Section 3(b) above for the calendar year just ended, together with a copy of any corresponding statement received by Sublandlord from Landlord ("**Sublandlord's Annual Statement**" or an "**Annual Statement**"). If on the basis of such Sublandlord's Annual Statement Subtenant owes an amount that is less than the estimated payments actually made by Subtenant for the calendar year just ended, Sublandlord shall credit such excess to the next payments of Rent coming due or, if the Term of this Sublease is about to expire or has expired, promptly refund such excess to Subtenant. If on the basis of such Sublandlord's Annual Statement Subtenant owes an amount that is more than the estimated payments for the calendar year just ended previously made by Subtenant, Subtenant shall pay the deficiency to Sublandlord within thirty (30) days after delivery of the Sublandlord's Annual Statement from Sublandlord to Subtenant.

(v) Reliance on Landlord's Calculations. In calculating Operating Costs payable hereunder by Subtenant, Sublandlord shall have the right to rely upon the calculations of Landlord made in determining Common Area Maintenance Costs, Utilities, Taxes and Insurance and pursuant to the provisions of the Master Lease and as set forth in the relevant Landlord's statement delivered to Sublandlord.

(vi) Survival. The expiration or earlier termination of this Sublease shall not affect the obligations of Sublandlord and Subtenant pursuant to Subsection 3(b)(iv), and such obligations shall survive, and remain to be performed after, any expiration or earlier termination of this Sublease.

(c) Janitorial Service, Building Security and Other Building Charges.

(i) Generally. In addition to paying Subtenant's Percentage Share of Operating Costs (i.e., costs charged by Landlord under the Master Lease) pursuant to Section 3(b)(ii) above, from and after the Commencement Date, for each calendar year of the Term, Subtenant shall pay, as Additional Rent, (I) Subtenant's Janitorial Service Charge (defined

below), (II) Subtenant's Building Security Charge (defined below), and (III) Subtenant's Percentage Share of any other reasonable and actual charges incurred by Sublandlord for services actually performed or contracted for directly by Sublandlord for the benefit of the Building or its occupants generally. Notwithstanding the foregoing or anything to the contrary contained in this Sublease, at any time that Subtenant elects to contract directly with a janitorial provider to provide the Standard Janitorial Service to the Subleased Premises in accordance with the terms of this Sublease and the Master Lease, then Subtenant shall no longer be responsible for Subtenant's Janitorial Service Charge to the extent allocable to the Subleased Premises during such period. In the event Subtenant exercises the Expansion Option or otherwise subleases the entirety of the Building for the Term, then Subtenant may self-perform Building Security at Subtenant's sole cost (in which case Subtenant's Building Security Charge shall no longer be payable during such period of self-performance).

(ii) Building Janitorial Service. Prior to the Effective Date, Sublandlord (as opposed to Landlord) has been providing standard janitorial service to the Building using Sublandlord's janitorial contractor at Sublandlord's own expense. From and after the Commencement Date, Sublandlord, using good faith commercially reasonable efforts, will provide standard janitorial service to the Building substantially in accordance with the specifications attached hereto as **Exhibit E** ("**Standard Janitorial Service**"). Subtenant shall pay for Subtenant's Percentage Share of the cost of the Standard Janitorial Service as Additional Rent ("**Subtenant's Janitorial Service Charge**").

(iii) Building Security. From and after the Commencement Date, Sublandlord, using good faith commercially reasonable efforts, will provide security for the Building substantially in accordance with the specifications attached hereto as **Exhibit F** ("**Building Security**"). Sublandlord shall provide access credentials to Subtenant providing Subtenant's personnel with access to the Building lobby. Notwithstanding anything to the contrary, Sublandlord, in Sublandlord's sole discretion, may from time to time modify or discontinue the Building Security measures or implement additional systems and procedures for the security and safety of the Building and its occupants, all upon reasonable prior written notice to Subtenant; provided that the general level of Building Security will not be diminished to any material extent below the level described on **Exhibit F**. Subtenant shall pay for Subtenant's Percentage Share of the cost of Building Security as Additional Rent ("**Subtenant's Building Security Charge**").

(iv) Exclusions. Notwithstanding anything to the contrary in this Sublease, the Additional Rent charged to Subtenant under this Section 3(c) shall exclude, and Subtenant shall have no obligation pay: (i) any costs or sums which are duplicative of specific Common Area Maintenance Costs, Utilities, Taxes and Insurance payable to Landlord under the Master Lease by Sublandlord and which are already included in Operating Costs, and (ii) for services actually provided by Landlord under the Master Lease to Sublandlord only.

(d) Other Taxes Payable by Subtenant. In addition to payment of Operating Costs, Subtenant shall pay before delinquency any and all taxes levied or assessed and which become payable by Subtenant (or directly or indirectly by Sublandlord) during the Term,

whether or not now customary or within the contemplation of the parties hereto, which are based upon, measured by or otherwise calculated with respect to: (i) the gross or net rental income of Sublandlord under this Sublease, including, without limitation, any gross receipts tax levied by any taxing authority, or any other gross income tax or excise tax levied by any taxing authority with respect to the receipt of the rental payable hereunder; (ii) the value of Subtenant's equipment, furniture, fixtures or other personal property located in the Subleased Premises; (iii) the possession, lease, operation, management, maintenance, alteration, repair, use or occupancy by Subtenant of the Subleased Premises or any portion thereof; or (iv) this transaction or any document to which Subtenant is a party creating or transferring an interest or an estate in the Subleased Premises.

4. Letter of Credit.

(a) Initial Letter of Credit. Within ten (10) business days after delivery of the Consent to Sublandlord and Subtenant (the date of expiration of such ten (10)-business day period shall be referred to herein as the "**Outside Letter of Credit Delivery Date**"), Subtenant shall deliver to Sublandlord, as collateral for the full performance by Subtenant of all of its obligations under this Sublease and for all losses and damages Sublandlord may suffer as a result of any Default by Subtenant under this Sublease, including, but not limited to, any post lease termination damages under Section 1951.2 of the California Civil Code, an unconditional, irrevocable, transferable standby letter of credit (the "**Initial Letter of Credit**") in the form attached hereto as **Exhibit D** in the amount of One Million Dollars ($1,000,000) (as may be reduced in accordance with Section 4(h) hereof, the "**Letter of Credit Amount**"), issued by a financial institution (the "**Issuing Bank**") reasonably acceptable to Sublandlord. Sublandlord hereby approves First Citizens Bank as the financial institution for issuance of the Initial Letter of Credit, subject to the provisions hereof. The Letter of Credit shall be "callable" at sight, permit partial draws and multiple presentations and drawings, and be otherwise subject to the Uniform Customs and Practices for Documentary Credits (1993-Rev), International Chamber of Commerce Publication #500, or the International Standby Practices-ISP 98, International Chamber of Commerce Publication #590. Subtenant shall cause the Letter of Credit to be continuously maintained in effect (whether through a Replacement Letter of Credit (defined below), amendment, renewal or extension) through the date (the "**Final Letter of Credit Expiration Date**") that is ninety (90) days after the scheduled expiration date of the Term (which is anticipated to be September 30, 2030 (subject to the potential extension of the Term in accordance with Section 2(b)(iii) above). If Subtenant does not deliver the Letter of Credit within the timeframe set forth in the first sentence of this Section 4(a), and such failure continues beyond five (5) business days after Sublandlord's delivery of notice thereof to Subtenant, then such failure shall, at Sublandlord's election, constitute a Default under this Sublease without any additional cure period. In no event shall Subtenant be permitted to enter into physical possession of the Subleased Premises prior to delivery of the Letter of Credit to Sublandlord.

(b) Drawing Under Letter of Credit. Without prejudice to any other remedy available to Sublandlord under this Sublease or at law, Sublandlord may draw upon the Initial Letter of Credit or any Replacement Letter of Credit on or after the occurrence of either: (i) any Default; (ii) any failure by Subtenant to deliver to Sublandlord a Replacement Letter of

Credit as and when required pursuant to this Section 4; (iii) an uncured failure by Subtenant to perform one or more of its obligations under this Sublease and the existence of circumstances in which Sublandlord is enjoined or otherwise prevented by operation of law from giving to Subtenant a written notice which would be necessary for such failure of performance to constitute an event of Default, or (iv) the appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment of Subtenant for the benefit of creditors, or any action taken by Subtenant under any insolvency, bankruptcy, reorganization or other debtor relief proceedings, whether now existing or hereafter amended or enacted and such appointment or assignment is not fully discharged within forty-five (45) days of filing; provided that in the event of (i) or (iii), Sublandlord may, at Sublandlord's sole option, draw upon a portion of the face amount of the Initial Letter of Credit or any Replacement Letter of Credit, as applicable, as required to compensate Sublandlord for damages incurred (with subsequent demands at Sublandlord's sole election as Sublandlord incurs further damage). Subtenant will not interfere with payment to Sublandlord of the proceeds of the Letter of Credit, either prior to or following a draw by Sublandlord of any portion of the Letter of Credit, regardless of whether any dispute exists between Subtenant and Sublandlord as to Sublandlord's right to draw upon the Letter of Credit. No condition or term of this Sublease shall be deemed to render the Letter of Credit conditional to justify the issuer of the Letter of Credit in failing to honor a drawing upon such Letter of Credit in a timely manner.

(c) Delivery of Replacement Letter of Credit. Subtenant shall deliver to Sublandlord a new letter of credit, amendment to the existing Letter of Credit or an extension of such existing Letter of Credit (each, a "**Replacement Letter of Credit**") (the Initial Letter of Credit and/or any Replacement Letter of Credit being referred to herein as a "**Letter of Credit**") at least thirty (30) days prior to the expiry date of the Initial Letter of Credit or of any Replacement Letter of Credit held by Sublandlord. Each Replacement Letter of Credit delivered by Subtenant to Sublandlord shall: (i) be issued by a banking institution reasonably acceptable to Sublandlord; (ii) be in the same form as the letter of credit attached to this Sublease as **Exhibit D** or, at Subtenant's election, such other form reasonably approved by Sublandlord; (iii) bear an expiry date not earlier than one (1) year from the date when such Replacement Letter of Credit is delivered to Sublandlord; and (iv) be in an amount not less than the then-current Letter of Credit Amount. Upon the delivery to Sublandlord of a new Letter of Credit as described in this Section 4, Sublandlord shall return to Subtenant the Initial Letter of Credit or any previous Replacement Letter of Credit then held by Sublandlord.

(d) Proceeds of Draw. Subtenant acknowledges that (i) the Letter of Credit constitutes a separate and independent contract between Sublandlord and the Issuing Bank, (ii) Subtenant is not a third party beneficiary of such contract, (iii) Subtenant has no property interest whatsoever in the Letter of Credit or the proceeds thereof, and (iv) in the event Subtenant becomes a debtor under any chapter of the U.S. Bankruptcy Code (the "**Bankruptcy Code**"), neither Subtenant, nor any trustee, nor Subtenant's bankruptcy estate shall have any right to restrict or limit Sublandlord's claim and/or rights to the Letter of Credit and/or the proceeds thereof by application of Section 502(b)(6) of the Bankruptcy Code or otherwise. Sublandlord may immediately upon any draw permitted hereunder (and without notice to Subtenant except as may be expressly provided in this Sublease) apply or offset the proceeds of

the Letter of Credit: (A) against any Rent payable by Subtenant under this Sublease that is not paid when due following Subtenant's Default (i.e., default beyond any applicable notice and cure period), provided that, if Sublandlord is precluded as a matter of law from sending notice of default, no such notice nor any corresponding cure period will apply; (B) against all losses and damages that Sublandlord has suffered as a result of Subtenant's Default, including any damages arising under Section 1951.2 of the California Civil Code following termination of this Sublease, to the extent permitted by this Sublease; and (C) against any costs incurred by Sublandlord permitted to be reimbursed pursuant to this Sublease (including reasonable attorneys' fees) following Subtenant's Default. Subtenant (1) agrees that the proceeds of any draw by Sublandlord will not be deemed to be or treated as a "security deposit" under the Security Deposit Laws (defined below), and (2) waives all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws. The amount of any proceeds of a draw upon the Letter of Credit received by Sublandlord, and not (a) applied against any Rent payable by Subtenant under this Sublease that was not paid when due or (b) used to pay for any losses and/or damages suffered by Sublandlord as a result of any Default by Subtenant (the "**Unused L-C Proceeds**"), shall be paid by Sublandlord to Subtenant (x) upon receipt by Sublandlord of a Replacement Letter of Credit in the then-current full Letter of Credit Amount, which Replacement Letter of Credit shall comply in all respects with the requirements of this Section 4, or (y) within thirty (30) days after the Final Letter of Credit Expiration Date; provided, however, that if prior to the Final Letter of Credit Expiration Date a voluntary petition is filed by Subtenant, or an involuntary petition is filed against Subtenant by any of Subtenant's creditors, under the Bankruptcy Code, then Sublandlord shall not be obligated to make such payment in the amount of the Unused Letter of Credit Proceeds until either all preference issues relating to payments under this Sublease have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed.

(e) Sublandlord's Transfer. If Sublandlord conveys or transfers its interest in the Subleased Premises and, as a part of such conveyance or transfer, Sublandlord assigns its interest in this Sublease: (i) any Letter of Credit shall be transferred by Sublandlord to Sublandlord's successor (with Sublandlord paying any fees or charges of the issuing bank to effect such transfer); (ii) upon such transfer of the Letter of Credit, Sublandlord shall be released and discharged from any further liability to Subtenant with respect to such Letter of Credit following such transfer; and (iii) any Replacement Letter of Credit thereafter (if any) delivered by Subtenant shall state the name of the successor to Sublandlord as the beneficiary of such Replacement Letter of Credit and shall contain such modifications in the text of the Replacement Letter of Credit as are reasonably required to appropriately reflect the transfer of the interest of Sublandlord in this Sublease.

(f) Additional Covenants of Subtenant. If, as result of any application or use by Sublandlord of all or any part of the Letter of Credit, the amount of the Letter of Credit plus any cash proceeds previously drawn by Sublandlord and not applied pursuant to this Section 4 shall be less than the then-current Letter of Credit Amount, Subtenant shall, within ten (10) days thereafter, provide Sublandlord with additional letter(s) of credit in an amount equal to the deficiency (or a replacement or amended letter of credit in the total then-current Letter of Credit Amount), and any such additional (or replacement or amended) letter of credit shall comply with

all of the provisions of this Section 4; if Subtenant fails to timely comply with the foregoing, then notwithstanding anything to the contrary contained in this Sublease, the same shall constitute a Default by Subtenant three (3) business days following delivery of written notice to Subtenant. Subtenant will neither assign nor encumber the Letter of Credit or any part thereof, and neither Sublandlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

(g) Nature of Letter of Credit. Sublandlord and Subtenant (1) acknowledge and agree that in no event or circumstance shall the Letter of Credit or any renewal thereof or substitute therefor or any proceeds thereof be deemed to be or treated as a "security deposit" under any law applicable to security deposits in the commercial context including Section 1950.7 of the California Civil Code (as now existing or hereafter amended or succeeded, "**Security Deposit Laws**"), (2) acknowledge and agree that the Letter of Credit (including any renewal thereof or substitute therefor or any proceed thereof) is not intended to serve as a security deposit, and the Security Deposit Laws shall have no applicability or relevancy thereto, and (3) waive any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws.

(h) Reduction in Letter of Credit Amount. Provided that (i) Subtenant has not previously been in Default during the twelve (12)-month period immediately preceding Subtenant's reduction request, and (ii) Subtenant is not in default of this Sublease following receipt of written notice of such default from Sublandlord that remains uncured at the time of Subtenant's reduction request, upon written request by Subtenant, the Letter of Credit Amount shall be reduced to (i) Six Hundred Sixty-Seven Thousand Dollars ($667,000) at any time after the last day of the twenty-fourth (24th) full calendar month of the Term, and (ii) Three Hundred Thirty-Three Thousand Dollars ($333,000) at any time after the last day of the forty-eighth (48th) full calendar month of the Term (each, a "**Reduction Date**"). For the avoidance of doubt, Subtenant's reduction request shall not be made prior to the applicable Reduction Date. Any reduction in the Letter of Credit Amount shall be accomplished by Subtenant providing Sublandlord with a Replacement Letter of Credit or an amendment thereto in the reduced amount, in either case in form and substance reasonably satisfactory to Sublandlord. Sublandlord shall return to Subtenant any existing Letter of Credit within ten (10) days of Sublandlord's receipt of a new Letter of Credit.

5. Use and Occupancy.

(a) Use. The Subleased Premises shall be used and occupied only for general office and administrative use in accordance with the terms of the Master Lease, and for no other use or purpose.

(b) Compliance with Master Lease. Subtenant will occupy the Subleased Premises in accordance with the terms of the Master Lease incorporated herein and will not suffer to be done, or omit to do, any act which may result in a violation of or a default under the Master Lease, or render Sublandlord liable for any damage, charge or expense under the Master Lease. Subtenant will indemnify, defend, protect and hold Sublandlord harmless from and against any loss, cost, damage or liability (including reasonable attorneys' fees) of any

kind or nature arising out of, by reason of, or resulting from, Subtenant's failure to perform or observe any of the terms and conditions of the Master Lease incorporated herein. Any other provision in this Sublease to the contrary notwithstanding, Subtenant shall pay to Sublandlord as Rent hereunder any and all sums which Sublandlord may be required to pay to Landlord under the Master Lease arising out of a request by Subtenant for, or the use by Subtenant of, additional or over-standard Building services (for example, but not by way of limitation, charges associated with after-hour HVAC usage and overstandard electrical charges) at Sublandlord's actual cost without markup within thirty (30) days after receipt of an invoice therefor.

(c) Landlord's Obligations. Subtenant shall be entitled to receive the benefit of any services, utilities, maintenance, repairs, replacements, and restorations from Landlord under the Master Lease, however Subtenant agrees that Sublandlord shall not be required to furnish any of such services, utilities, maintenance, repairs, replacements or restorations, or perform any other covenants, agreements and/or obligations of Landlord under the Master Lease, and, insofar as any of the covenants, agreements and obligations of Sublandlord hereunder are required to be performed under the Master Lease by Landlord thereunder, Subtenant acknowledges and agrees that Sublandlord shall be entitled to look to Landlord for such performance. In addition, Sublandlord shall have no obligation to perform any repairs or any other obligation of Landlord under the Master Lease, nor shall any representations or warranties made by Landlord under the Master Lease be deemed to have been made by Sublandlord. Sublandlord shall not be responsible for any failure or interruption, for any reason whatsoever, of any of the services or facilities that may be appurtenant to or supplied at the Building, whether provided by Landlord under the Master Lease or Sublandlord under the express provisions of this Sublease, and including, without limitation, heat, air conditioning, ventilation, life-safety, water and electricity, if any; and no failure to furnish, or interruption of, any such services or facilities shall give rise to any (i) abatement (except as expressly set forth in this Sublease), diminution or reduction of Subtenant's obligations under this Sublease, or (ii) liability on the part of Sublandlord. For the avoidance doubt, the preceding sentence shall not be deemed to abrogate Sublandlord's obligation to use good faith commercially reasonable efforts to provide the services set forth in Section 3(c) above. Notwithstanding the foregoing or anything to the contrary, Sublandlord shall use good faith commercially reasonable efforts to secure Landlord's performance of Landlord's obligations under the Master Lease upon Subtenant's request to Sublandlord to do so and shall thereafter diligently prosecute such performance on the part of Landlord, provided that in no event will this sentence be construed to require Sublandlord to commence any litigation, arbitration, judicial reference, or other similar proceeding against Landlord.

(d) Access. Subject to all applicable laws, the Owners Association for the Complex, and the terms and conditions of the Master Lease, Subtenant shall have access to the Subleased Premises, the Common Areas (including the outdoor patio) and the Building twenty-four (24) hours per day, seven (7) days per week.

(e) Use of Shared Amenities Space. Sublandlord's and Subtenant's non-exclusive use of the Shared Amenities Space shall be in accordance with reasonable rules and regulations established by Sublandlord and reasonably approved by Subtenant from time to

time and shall be reasonably coordinated between Sublandlord and Subtenant. During the Term, subject to Subtenant's exercise of the Expansion Option or the ROFO (as each term is defined below), Sublandlord shall operate and maintain the Shared Amenities Space in a manner substantially consistent with the general level of operation and maintenance during the period prior to the Effective Date in the 2024 calendar year, and Subtenant shall have the right to use the Shared Amenities Space including all of the furniture, fixtures and equipment located in the Shared Amenities Space in common with Sublandlord. In addition to paying the Shared Amenities Space Base Rent pursuant to Section 3(a)(i)(B) above and Subtenant's Percentage Share of Operating Costs (i.e., costs charged by Landlord under the Master Lease) pursuant to Section 3(b)(ii) above, Subtenant shall pay, as Additional Rent, (i) Subtenant's Percentage Share of any additional charges incurred by Sublandlord for the operation and maintenance of the Shared Amenities Space (without duplication of Subtenant's Janitorial Service Charge), to the extent such charges arise out of the operation and maintenance of the Shared Amenities Space generally, and (ii) 100% of any charges incurred by Sublandlord as a direct result of Subtenant's use of the Shared Amenities Space (e.g., Excess Janitorial Service (defined below) following an event hosted by Subtenant in the executive briefing center).

(f) Subtenant's Janitorial Service. Subtenant shall be responsible for arranging for, and shall pay as additional Rent hereunder the cost of, any janitorial service above the Standard Janitorial Service as described in Section 3(c)(i) above ("**Excess Janitorial Service**"). The cost of any Excess Janitorial Service is payable within thirty (30) days following Sublandlord's delivery of an invoice therefor. At any time during the Term, Subtenant may elect to provide janitorial service to the Subleased Premises using Sublandlord's janitorial contractor pursuant to a separate contract between Subtenant and Sublandlord's janitorial contractor by providing written notice thereof to Sublandlord. If Subtenant so elects, Subtenant will be responsible for the cost of all janitorial service to the Subleased Premises. Such service will be provided in a manner reasonably commensurate with the specifications of **Exhibit E** attached hereto. If Subtenant elects to use a different janitorial contractor than Sublandlord's janitorial contractor, such contractor must be approved by Sublandlord (such approval of Sublandlord not to be unreasonably withheld, conditioned or delayed) and Landlord in accordance with the Master Lease and comply with Sublandlord's reasonable security processing and permitting. If labor disharmony involving Subtenant's janitorial provider causes any work or services performed on behalf of Sublandlord to be delayed, stopped or otherwise impaired, Subtenant shall promptly take those actions necessary to eliminate such labor disharmony.

(g) Subtenant's Security System. To the fullest extent permitted under applicable law, Subtenant hereby acknowledges and agrees that Sublandlord shall not be responsible for providing any security services or systems to Subtenant or the Subleased Premises, and that Subtenant shall be solely responsible for providing its own security systems and service for the Subleased Premises, if at all. For the avoidance doubt, the preceding sentence shall not be deemed to abrogate Sublandlord's obligations under Section 3(c)(iii) hereof. Subtenant acknowledges that it has neither received nor relied upon any representation or warranty made by or on behalf of Sublandlord with respect to the safety or security of the Subleased Premises or the Building or any part thereof or the extent or effectiveness of any security measures or procedures now or hereafter provided by Sublandlord or Landlord, and

further acknowledges that Subtenant has made its own independent determinations with respect to all such matters. Subtenant shall have the right to (i) secure the Subleased Premises by installing and maintaining an access control system (e.g., card reader, keypad, etc.) controlling access to the Subleased Premises, (ii) install and maintain other security equipment including security cameras, at the sole cost and expense of Subtenant, and (iii) post security guards in the Building in accordance with the terms of the Master Lease. Any such access control system must be compatible with the Building systems and shall not interfere with such systems. Sublandlord does not object to Subtenant enabling "one-card" access to the Building and the Subleased Premises for Subtenant's personnel, so long as it complies with the provisions of this Section 5(g). Subtenant shall be responsible for providing access credentials to Subtenant's access control system to Subtenant's personnel and, promptly upon request, to designated personnel of Sublandlord and Landlord. The determination of the extent to which security equipment, systems and procedures are reasonably required within the Subleased Premises shall be made in the sole judgment, and shall be the sole responsibility, of Subtenant.

(h) No Liability. Notwithstanding anything to the contrary, Subtenant acknowledges that if Sublandlord installs, maintains, or operates security cameras, key card access systems, or other security equipment or provides manned security, enhanced cleaning or sanitation, or any other services that could be construed as being intended to enhance the security and/or the health of Building occupants or visitors, including the provision of Building Security under Section 3(c)(iii) hereof, Sublandlord shall have no obligation or liability to Subtenant or to any other person for any damage, claim, loss or liability related to any claim that Sublandlord had a duty to provide security, ensure health or control access, or that the equipment or services provided by Sublandlord were inadequate, inoperative or otherwise failed to adequately control access or provide adequate security or protection against health risks, and any such claim made against Sublandlord by any employee, vendor, contractor, representative of Subtenant or of Subtenant's affiliates, assignees or subtenants will be included within Subtenant's indemnification of Sublandlord under Section 6(b) hereof.

(i) Building Hours and HVAC. The normal hours for the Building are, as of the Effective Date, generally from 7:00 AM to 6:00 PM Monday through Friday (excluding holidays). Sublandlord shall use good faith commercially reasonable efforts to cause the HVAC system to operate during normal Building hours.

(j) Subtenant Amenities. Sublandlord does not object, in concept, to Subtenant providing customary office amenities for its employees, sub-sublessees, guests and invitees, including, without limitation, exclusive transportation shuttles, regularly scheduled food trucks, Wi-Fi equipped outdoor areas, access to the fitness center, common training room, café, and surrounding areas, provided that the provision of any such amenities shall be: (i) at Subtenant's sole risk, cost and expense, (ii) subject to all applicable laws, the Owners Association for the Complex, the terms and conditions of the Master Lease, and any reasonable rules promulgated by Sublandlord, (iii) subject to Subtenant's insurance and indemnification obligations under this Sublease, (iv) implemented in an orderly and professional manner designed to not materially or unreasonably interfere with the operation of the Building and Sublandlord's business activities, (v) coordinated with Sublandlord with reasonable advance

notice, and (vi) subject to Sublandlord's consent, which will not be unreasonably withheld, conditioned or delayed. Sublandlord reserves the right to require Subtenant to discontinue the provision of any of such amenities which, in Sublandlord's reasonable determination, is unreasonably impacting the operation of the Building or Sublandlord's business activities. In no event shall Sublandlord be responsible for providing any such amenities or any costs related thereto.

6. Master Lease and Sublease Terms.

(a) Subject to Master Lease. This Sublease is and shall be at all times subject and subordinate to the Master Lease. Subtenant acknowledges that Subtenant has reviewed and is familiar with all of the terms, agreements, covenants and conditions of the Master Lease attached hereto as **Exhibit G**. During the Term and for all periods subsequent thereto with respect to obligations which have arisen prior to the termination of this Sublease, Subtenant agrees to perform and comply with, for the benefit of Sublandlord and Landlord, the obligations of Sublandlord under the Master Lease to the extent incorporated herein which pertain to the Subleased Premises and/or this Sublease, except for those provisions of the Master Lease which are directly contradicted by this Sublease, in which event the terms of this Sublease document shall control over the Master Lease. Subtenant shall be entitled to receive the benefit of any services, utilities, maintenance, repairs, replacements, and restorations from Landlord under the Master Lease, and Sublandlord shall enforce any of the foregoing in accordance with Section 5(c) above.

(b) Incorporation of Terms of Master Lease. The terms, conditions and respective obligations of Sublandlord and Subtenant to each other under this Sublease shall be the terms and conditions of the Master Lease, except for those provisions of the Master Lease which are directly contradicted by this Sublease, in which event the terms of this Sublease shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Landlord" is used it shall be deemed to mean Sublandlord and wherever in the Master Lease the word "Tenant" is used it shall be deemed to mean Subtenant. Additionally, wherever in the Master Lease the word "Premises" is used it shall be deemed to mean the Subleased Premises. Any non-liability, release, indemnity or hold harmless provision in the Master Lease for the benefit of Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Landlord, and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Landlord under the Master Lease (i) of access or inspection, (ii) to do work in the Master Lease Premises or in the Building, and (iii) in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Landlord, and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease.

(c) Modifications. For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

(i) Approvals. In all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this

Sublease) requiring the approval or consent of Landlord, Subtenant shall be required to obtain the approval or consent of both Sublandlord and Landlord.

(ii) Obligations Outside of Master Lease Premises. Sublandlord shall not be obligated to perform those obligations of Landlord which require access to areas outside of the Master Lease Premises or that are not permitted to be taken by Sublandlord pursuant to the terms of the Master Lease. For example, but not by way of limitation, Sublandlord shall not be obligated to perform Landlord's obligations under the Master Lease to maintain the roof, foundations, slabs, structural elements, subfloors, exterior walls, drainage systems, or any electrical, plumbing, mechanical or life-safety equipment or systems, any common area or any other repair or maintenance obligations which are Landlord's obligations under the Master Lease.

(iii) Deliveries. In all provisions of the Master Lease requiring Sublandlord to submit, exhibit to, supply or provide Landlord with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to both Landlord and Sublandlord.

(iv) Damage; Condemnation; Abatements. Sublandlord shall have no obligation to restore or rebuild any portion of the Subleased Premises after any destruction or taking by eminent domain. If, during the Term, Sublandlord shall be entitled to receive an abatement of rent under the Master Lease which relates to the Subleased Premises (and provided that Sublandlord actually receives such abatement from Landlord) resulting from any casualty, condemnation or interruption of services, then Subtenant shall be entitled to receive from Sublandlord a corresponding abatement of Rent (including Operating Costs) under this Sublease (not to exceed the corresponding amounts payable by Subtenant to Sublandlord pursuant to the terms hereof or the amount actually received by Sublandlord under the Master Lease in respect of the Subleased Premises, whichever is less).

(v) Insurance. In all provisions of the Master Lease requiring Sublandlord to designate Landlord as an additional or named insured on its insurance policy, Subtenant shall be required to so designate Landlord and Sublandlord on its insurance policy. Sublandlord shall have no obligation to maintain the insurance to be maintained by Landlord under the Master Lease, provided that Sublandlord shall continue to maintain all the insurance required of Tenant under the Master Lease if so required by Landlord.

(vi) Representations and Warranties. Sublandlord shall not be deemed to have made or adopted as its own any representations or warranties made by Landlord in the Master Lease, except as may otherwise be expressly provided in this Sublease.

(vii) Construction. Sublandlord shall have no obligation to construct or pay for any improvements unless and to the extent expressly set forth herein.

(viii) Options. Whether or not set forth in the Master Lease, Subtenant shall have no right to reduce the RSF of the Subleased Premises and no options to

renew or extend the Term, and no rights of first offer, rights of first refusal, or other expansion rights under the Master Lease.

(d) Exclusions. Notwithstanding the terms of Section 6(b) above, Subtenant shall have no rights nor obligations to Sublandlord under the following parts, Sections and Exhibits of the Master Lease, and accordingly the following terms and provisions of the Master Lease are expressly excluded and not incorporated into this Sublease: Basic Lease Information (except for the definitions of "Premises", "Land", "Project", "Complex" and "Permitted Use"), Article 2 (Lease Grant), Article 3 (Tender of Possession; Square Footage of Premises), Article 4 (Rent; Abatement of Rent) (except as necessary to implement the provisions of Section 3(b) above), Article 6 (Letter of Credit) (superseded by Section 4 above), Section 8(d)(ii) (with respect to Building top signage) subject to Landlord's consent, the words "products-completed operations" in Section 11(b)(i) (Commercial General Liability Insurance), Article 12 (Subordination; Attornment; Notice of Landlord's Mortgagee) Article 21 (Holding Over) (superseded by Section 15 below), Section 24(b) (Landlord's Liability), Section 24(d) (Brokerage) (superseded by Section 23 below), Section 24(f) (Notices) (superseded by Section 19 below), Section 24(t) (Authority) (superseded by Section 29 below), Section 24(v) (Tenant Representation) (superseded by Section 27 below), Section 24(y) (Disclosure) (superseded by Section 28 below), Exhibit C (Common Area Maintenance Costs, Utilities, Taxes and Insurance) (except to the extent necessary to implement the provisions of Section 3(b) above and subject to Section 6(g) of this Sublease), Exhibit D (Work Letter), Exhibit F (Confirmation of Commencement Date), Exhibit H (Renewal Option), Exhibit J (Form of SVB Letter of Credit), Exhibit K (Conceptual Plan), any redacted provisions of the Master Lease and any other terms or provisions of the Master Lease not attached as **Exhibit G** to this Sublease.

(e) Sublandlord Representations and Warranties. Sublandlord represents and warrants to Subtenant that, as of the Effective Date (i) the Master Lease is in full force and effect, (ii) a true, correct and complete copy of the Master Lease, including all amendments and modifications thereto, is attached hereto as **Exhibit G**, (iii) to Sublandlord's actual knowledge without duty of inquiry, there are no defaults (or the existence of any events which would constitute a default with the passage of time, giving of notice, or both) on the part of either Sublandlord or Landlord under the Master Lease except for any defaults which Sublandlord or Landlord has cured or the other party thereto is no longer claiming in writing to exist, (iv) to Sublandlord's actual knowledge without duty of inquiry, there are no claims by Landlord that Sublandlord is in default or breach of any of the provisions of the Master Lease, and (v) Sublandlord has not assigned, granted a security interest in or otherwise encumbered its interest in the Master Lease.

(f) Sublandlord Covenants. Provided that Subtenant is not in Default, Sublandlord shall not without the prior approval of Subtenant (which approval shall not be unreasonably withheld) (i) voluntarily terminate the Master Lease while this Sublease remains in effect or (ii) enter into any agreement (including any amendment hereto) that will cause either the Master Lease to be terminated while this Sublease remains in effect or the Subleased Premises to be surrendered prior to the expiration of the Term hereof except in connection with a Landlord default beyond notice and cure periods or the casualty or condemnation provisions set

forth in the Master Lease. The "reasonableness" standard of approval with respect to clauses (i) and (ii) set forth in the preceding sentence will automatically be deemed modified to be one of "sole and absolute discretion" if (and only if) Subtenant exercises the Expansion Option or otherwise subleases the entirety of the Building for the Term. If, after entering into this Sublease, Sublandlord engages in any assignment, sublease or other transfer of its interest in the Master Lease that would entitle Landlord to exercise Landlord's right to recapture the Subleased Premises or terminate the Master Lease under Section 10(h) of the Master Lease, and Landlord actually elects to exercise such right, then Sublandlord shall timely withdraw the subject Transfer Notice following receipt of Landlord's notice of such election to terminate the Master Lease. Sublandlord shall not enter into any amendment or other agreement with respect to the Master Lease that will (A) prevent or materially adversely affect the use by Subtenant of the Subleased Premises, Building, Common Areas or Land, (B) materially increase the obligations of Subtenant or materially decrease the rights of Subtenant under this Sublease, or (C) increase the rental or any other sums required to be paid by Subtenant under this Sublease, other than to an immaterial extent, in each case without the prior written consent of Subtenant, which consent may be granted or withheld in Subtenant's sole and absolute discretion with respect to such enumerated matters. Sublandlord shall have the right in Sublandlord's reasonable discretion to enter into any other amendment or other agreement with respect to the Master Lease. If (and only if) Subtenant exercises the Expansion Option or otherwise subleases the entirety of the Building for the Term, and provided that Subtenant is not in Default, Sublandlord shall not renew or otherwise extend the Term of the Master Lease (or otherwise occupy the Premises after July 31, 2030), or purchase or otherwise acquire the Building while this Sublease remains in effect, in each case without the consent of Subtenant, to be granted or withheld in Subtenant's sole and absolute discretion; if Subtenant does not exercise the Expansion Option or otherwise is not subleasing the entirety of the Building for the Term, or is in Default, then Sublandlord shall be allowed to take any such actions in Sublandlord's sole and absolute discretion.

(g) Audit Rights.

(i) Audit of Operating Costs. Subject to the terms hereof, an Annual Statement shall be final and binding upon Subtenant unless Subtenant, within ninety (90) days after Subtenant's receipt thereof, shall contest any item therein by giving written notice to Sublandlord, specifying each item contested and the reason therefor. If, during such ninety (90)-day period, Subtenant reasonably and in good faith questions or contests the accuracy of the Annual Statement, Sublandlord will provide Subtenant with access to Sublandlord's books and records relating to Operating Costs and a copy of the underlying Common Area Maintenance, Utilities, Tax and Insurance Statement (collectively, the "**Expense Information**"). If after Subtenant's review of such Expense Information, Sublandlord and Subtenant cannot agree upon the amount of Subtenant's Percentage Share of Operating Costs, then Subtenant shall have the right, at Subtenant's sole cost and expense, to have a regionally or nationally recognized independent public accounting firm selected by Subtenant and approved by Sublandlord, working pursuant to a fee arrangement other than a contingent fee, audit and/or review the Expense Information for the year in question (the "**Independent Review**"). If the Independent Review shows that the payments actually made by Subtenant with respect to Subtenant's Percentage Share of Operating Costs for the calendar year in question exceeded Subtenant's

Percentage Share of Operating Costs for such calendar year, Sublandlord shall credit the excess amount to the next succeeding installments of Rent (or if the Term has expired or terminated, then Sublandlord shall pay the excess to Subtenant after deducting all other amounts due within thirty (30) days after the delivery of the results of the Independent Review). Furthermore, if the amount Subtenant paid has been overstated by more than five percent (5%) of the amount set forth in the Annual Statement during any calendar year, then Sublandlord shall reimburse Subtenant for the costs incurred by Subtenant for the Independent Review not to exceed $7,500. If the Independent Review shows that Subtenant's payments with respect to Subtenant's Percentage Share of Operating Costs for such calendar year were less than Subtenant's Share of Operating Costs for the calendar year, Subtenant shall pay the deficiency to Sublandlord within thirty (30) days after delivery of such statement. Notwithstanding the foregoing, Subtenant shall have no direct right to audit (or, except as expressly provided in Section 6(g)(ii) below, cause Sublandlord to audit) the (I) Common Area Maintenance Costs, (II) Utilities, (III) Taxes, or (IV) Insurance, as determined under the Master Lease.

(ii) Audit of Landlord's Books and Records. If (and only if) Subtenant exercises the Expansion Option or otherwise subleases the entirety of the Building for the Term, and provided Subtenant is not in in Default and Subtenant timely and reasonably requests an audit of Landlord's calculation of Common Area Maintenance Costs, Utilities, Taxes and Insurance for the Project as determined by Sublandlord in its reasonable discretion, Sublandlord shall exercise Sublandlord's audit right pursuant to Section 6 of Exhibit C to the Master Lease, at Subtenant's sole cost and expense, and Subtenant shall indemnify, defend, protect and hold Sublandlord harmless from and against any loss, cost, damage or liability (including reasonable attorneys' fees) of any kind or nature arising out of, by reason of, or resulting from the performance of any such audit ordered by Subtenant. In such case, Sublandlord shall deliver to Subtenant its pro rata share of any refunds received from Landlord after deducting audit costs to the extent Subtenant did not previously pay the initial amount to which the refund relates.

(iii) Audit of Charges for Sublandlord's Services. Subtenant shall also have the right to audit Sublandlord's books and records solely with respect to Subtenant's Janitorial Service Charge, Subtenant's Building Security Charge, and any other charges paid for by Subtenant under Section 3(c) hereof in a manner consistent with Section 6(g)(i) above.

7. Assignment and Subletting. Subject to the Consent and any "Permitted Transfers" not requiring Landlord's or Sublandlord's consent, Subtenant shall not assign its interest in this Sublease or further sublet all or any part of the Subleased Premises without the prior written consent of Master Landlord and Sublandlord, which, with respect to Sublandlord, shall not be unreasonably withheld, conditioned or delayed. Additionally, any such assignment or sublease, if consented to by Sublandlord, shall be subject to and must comply with all of the applicable terms and conditions of the Master Lease, and Sublandlord (in addition to Landlord) shall have the same rights with respect to assignment and subleasing as Landlord has under the Master Lease to the extent incorporated herein. Subtenant shall pay all fees and costs payable to Landlord pursuant to the Master Lease, as well as all of Sublandlord's reasonable out-of-pocket

costs, which in the case of Sublandlord's costs only shall not exceed $7,500, relating to any proposed assignment, sublease or transfer of the Subleased Premises regardless of whether any required consent is granted.

8. Default. It shall constitute a "**Default**" hereunder if Subtenant fails to perform any obligation hereunder (including, without limitation, the obligation to pay Rent), or any obligation under the Master Lease which has been incorporated herein by reference, and, in each instance, Subtenant has not remedied such failure: (a) in the case of any failure to pay Rent when due, three (3) business days after delivery of written notice to Subtenant, (b) in the case of a default by Subtenant of the terms and provisions of this Sublease which does not constitute and is not deemed to constitute a default by Sublandlord, as "Tenant", of any of the provisions of the Master Lease, thirty (30) days after delivery of written notice to Subtenant; provided, however, if such Default is of a type which cannot reasonably be cured within thirty (30) days, then Subtenant shall have such longer time as is reasonably necessary, provided that Subtenant commences to cure within ten (10) days of the delivery of such notice and diligently prosecutes such cure to completion, and (c) in the case of a default by Subtenant of the terms and provisions of this Sublease which does constitute or is deemed to constitute a default by Sublandlord, as "Tenant", of any of the provisions of the Master Lease, twenty (20) days after delivery of written notice to Subtenant; provided, however, if such Default is of a type which cannot reasonably be cured within twenty (20) days, then Subtenant shall have such longer time as is reasonably necessary, provided that Subtenant commences to cure within five (5) business days of the delivery of such notice and diligently prosecutes such cure to completion within forty-five (45) days of the delivery of such notice.

9. Remedies. In the event of any Default hereunder by Subtenant, Sublandlord shall have all remedies provided to the "Landlord" in the Master Lease as if a default had occurred thereunder (except and to the extent expressly excluded from incorporation herein) and all other rights and remedies otherwise available at law and in equity. Sublandlord may resort to its remedies cumulatively or in the alternative. For the avoidance of doubt, this Section applies solely with respect to Sublandlord's remedies hereunder and in no event shall Landlord's remedies under the Master Lease or the Consent be impacted.

10. Right to Cure Defaults. If Subtenant fails to perform any of its obligations under this Sublease after expiration of applicable grace or cure periods, then Sublandlord may, but shall not be obligated to, perform any such obligations for Subtenant's account. All costs and expenses incurred by Sublandlord in performing any such act for the account of Subtenant shall be deemed Rent payable by Subtenant to Sublandlord within thirty (30) days of demand, together with interest thereon at the lesser of (a) ten percent (10%) per annum or (b) the maximum rate allowable under law from the date of the expenditure until repaid. If Sublandlord undertakes to perform such obligations for the account of Subtenant pursuant hereto, the taking of such action shall not constitute a waiver of any of Sublandlord's remedies. Subtenant hereby expressly waives its rights under any statute to make repairs at the expense of Sublandlord.

11. Consents and Approvals. In any instance when Sublandlord's consent or approval is required under this Sublease, Sublandlord's refusal to consent to or approve any

matter or thing shall be deemed reasonable if, among other matters, such consent or approval is required under the provisions of the Master Lease incorporated herein by reference but has not been obtained from Landlord. Except as otherwise provided herein, Sublandlord shall not unreasonably withhold, condition or delay its consent to or approval of a matter if such consent or approval is required under the provisions of the Master Lease and Landlord has consented to or approved of such matter.

12. Sublandlord's Liability.

(a) Limitation of Liability. Notwithstanding any other term or provision of this Sublease, under no circumstances shall Subtenant, its partners, members, shareholders, directors, agents, officers, employees, contractors, sublessees, successors and/or assigns be entitled to recover under or otherwise in connection with this Sublease from Sublandlord (or otherwise be indemnified by Sublandlord) for (i) any losses, costs, claims, causes of action, damages or other liability incurred in connection with a failure of Landlord, its partners, members, shareholders, directors, agents, officers, employees, contractors, successors and /or assigns to perform or cause to be performed Landlord's obligations under the Master Lease, (ii) lost revenues, lost profit or other consequential, special or punitive damages arising in connection with this Sublease for any reason, or (iii) any damages or other liability arising from or incurred in connection with the condition of the Subleased Premises or suitability of the Subleased Premises for Subtenant's intended uses. Subtenant shall, however, have the right to seek any injunctive or other equitable remedies as may be available to Subtenant under applicable law. Notwithstanding any other term or provision of this Sublease, no personal liability shall at any time be asserted or enforceable against Sublandlord's shareholders, directors, officers, or partners on account of any of Sublandlord's obligations or actions under this Sublease. In the event of any good faith assignment or transfer of the Sublandlord's interest under this Sublease, which assignment or transfer may occur at any time during the Term in Sublandlord's sole good faith discretion, Sublandlord shall be and hereby is entirely relieved of all covenants and obligations of Sublandlord hereunder accruing subsequent to the date of the transfer and it shall be deemed and construed, without further agreement between the parties hereto, that any transferee has assumed and shall carry out all covenants and obligations thereafter to be performed by Sublandlord hereunder. Sublandlord shall transfer and deliver any then-existing Letter of Credit to any transferee of Sublandlord's interest under this Sublease, and thereupon the transferring Sublandlord shall be discharged from any further liability with respect to the Letter of Credit.

(b) Sublandlord Default. Sublandlord shall be in default hereunder only if Sublandlord has not commenced and pursued with reasonable diligence the cure of any failure of Sublandlord to meet its obligations hereunder within thirty (30) days after the receipt by Sublandlord of written notice from Subtenant. In no event shall Subtenant have the right to terminate or rescind this Sublease as a result of Sublandlord's default as to any covenant or agreement contained in this Sublease. Subtenant hereby waives such remedies of termination and rescission and hereby agrees that Subtenant's remedies for default hereunder and for breach of any promise or inducement shall be limited to a suit for actual, direct damages and/or injunction.

(c) Sublandlord Indemnity. Sublandlord shall indemnify, defend, protect and hold Subtenant harmless from and against any loss, cost, damage or liability (including reasonable attorneys' fees) to the extent arising out of: (i) any injury or death to person or damage to property occurring in, on or about the Subleased Premises, Building, Common Areas or Land to the extent caused by the negligence or willful misconduct of Sublandlord, or (ii) Sublandlord's failure to perform or observe any of the terms and conditions of the Master Lease resulting in a default thereof, provided that such default is not due to Subtenant's own failure to perform or observe any such terms and conditions of the Master Lease as incorporated herein.

13. Attorneys' Fees. If Sublandlord or Subtenant brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party who recovers substantially all of the damages, equitable relief or other remedy sought in any such action on trial and appeal shall be entitled to receive from the other party its costs associated therewith, including, without limitation, reasonable attorneys' fees and costs from the other party. Without limiting the generality of the foregoing, if Sublandlord utilizes the services of an attorney for the purpose of collecting any Rent due and unpaid by Subtenant following a Default or in connection with any other Default of this Sublease by Subtenant, Subtenant agrees to pay Sublandlord's reasonable actual attorneys' fees for such services, irrespective of whether any legal action may be commenced or filed by Sublandlord.

14. Delivery of Possession.

(a) Generally. Sublandlord shall deliver, and Subtenant shall accept, possession of the Subleased Premises in its "AS IS" condition as the Subleased Premises exists on the Delivery Date, vacant (except for the Remaining FF&E (as defined below)), without Sublandlord's Personal Property (as defined below) and free of debris. Sublandlord shall, at Sublandlord's sole cost and expense, perform the following work (collectively, the "**Delivery Condition Work**"), which Sublandlord may perform during Subtenant's Early Entry and concurrently with Early Entry Work performed by Subtenant: (i) cause the Subleased Premises to be in broom-clean condition, (ii) remove (x) certain items as more particularly set forth on **Exhibit C-1** attached hereto (the "**Removed FF&E**") and (y) Sublandlord's signage, branding bearing Sublandlord's name or logo, and other personal property ("**Sublandlord's Personal Property**"), (iii) patch and paint, as necessary, any damaged walls (in excess of normal wear and tear) and (iv) professionally steam clean any existing carpeted areas within the Subleased Premises (the condition collectively described in this Section 14(a) above being herein referred to as the "**Delivery Condition**"). Any actual material damage caused by Sublandlord's removal of Sublandlord's Personal Property shall be reasonably repaired as may be necessary. Sublandlord warrants to Subtenant that, as of the Delivery Date, the elements of the Building serving the Subleased Premises will be in watertight condition, the Building systems and subsystems serving the Subleased Premises, including HVAC, mechanical, electrical and plumbing, will be in good working order and repair, and the structural elements of the Building (including the roof and foundation) will, to Sublandlord's actual knowledge, be structurally sound. In the event of any material breach of such warranty not caused by the negligence or willful misconduct of Subtenant or its employees, agents, contractors or invitees or otherwise

arising in connection with the performance of any Subtenant Improvements performed by or on behalf of Subtenant, then, as Subtenant's sole remedy, Subtenant shall have the right to notify Sublandlord of the same at any time prior to December 31, 2024, whereupon Sublandlord shall, at Sublandlord's sole cost (but subject to applicable waivers of subrogation), be responsible for placing, or if it is the obligation of Landlord to maintain such element, system or subsystem under the Master Lease requesting Landlord to place, such items in good working order, as applicable. Further, Sublandlord represents to Subtenant that, to Sublandlord's actual knowledge as of the Effective Date, without any duty of investigation, the Subleased Premises does not contain any Hazardous Materials in violation of any applicable Environmental Law. Sublandlord shall indemnify, defend and hold Subtenant harmless from and against any and all losses, claims, demands, actions, suits, damages, expenses and costs incurred by Subtenant as a result of a material breach of such representation by Sublandlord; provided, however, that in no event shall Sublandlord be liable for any injury or interruption to Subtenant's business, any loss of income or any damages of an indirect, consequential or special nature. Except as may otherwise be expressly set forth in this Sublease, Sublandlord shall have no obligation to furnish, render or supply any work, labor, services, materials, furniture, fixtures, equipment other than the Remaining FF&E, decorations or other items to make the Subleased Premises ready or suitable for Subtenant's occupancy. In entering into this Sublease, Subtenant has relied solely on such investigations, examinations and inspections as Subtenant has chosen to make or has made and has not relied on any representation or warranty concerning the Subleased Premises or the Building, except as expressly set forth in this Sublease. Subtenant acknowledges that Sublandlord has afforded Subtenant the opportunity for full and complete investigations, examinations and inspections of the Subleased Premises and the common areas of the Building. Subtenant acknowledges that it is not authorized to make or do any alterations or improvements in or to the Subleased Premises except as permitted by the provisions of this Sublease and the Master Lease and that upon termination of this Sublease, Subtenant shall deliver the Subleased Premises to Sublandlord in accordance with the terms of Section 14(b) below.

(b) Subtenant Improvements.

(i) Generally. If Subtenant desires to construct improvements within the Subleased Premises ("**Subtenant Improvements**"), all Subtenant Improvements shall be carried out in accordance with the applicable provisions of the Master Lease. Sublandlord will have the right to approve (which approval shall not be unreasonably withheld, conditioned or delayed) the plans and specifications for any proposed Subtenant Improvements as well as any contractors whom Subtenant proposes to retain to perform such work. Subtenant will submit all such information for Sublandlord's review and written approval prior to commencement of any such work; Sublandlord will similarly submit such plans to Landlord for review and approval in accordance with the Master Lease. Subtenant will be responsible for any fee or cost imposed by Landlord under the Master Lease in connection with any review or approval of Subtenant Improvements which Subtenant proposes to construct, regardless of whether such work is approved by Landlord or Sublandlord. Subtenant expressly acknowledges that Landlord or Sublandlord may require Subtenant to remove some or all of the Subtenant Improvements at the expiration or sooner termination of the Term in accordance with the provisions of the Master Lease; provided that, so long as this Sublease is not terminated as a consequence of a Default by

Subtenant, Sublandlord will not require Subtenant to remove any Subtenant Improvements that Landlord does not require Subtenant to remove in accordance with the Master Lease. Promptly following the completion of any Subtenant Improvements or subsequent alterations or additions by or on behalf of Subtenant, Subtenant will deliver to Sublandlord a reproducible copy of "as built" drawings of such work together with a CAD file of the "as-built" drawings in the then-current version of AutoCad.

(ii) Code-Required Work. If the performance of any Subtenant Improvements or other work by Subtenant within the Subleased Premises "triggers" a requirement for code-related upgrades to or improvements of any portion of the Building, Subtenant shall be responsible for the cost of such code-required upgrade or improvements.

(iii) Restoration. Subtenant shall be responsible for all restoration and removal obligations relating to the Subleased Premises if and to the extent required under the Master Lease by Landlord or by Sublandlord; provided, however, that (x) Subtenant shall not be liable or responsible for removing any alterations or improvements installed by or on behalf of Sublandlord prior to the Commencement Date; and (y) so long as this Sublease is not terminated as a consequence of a Default by Subtenant, Sublandlord will not require Subtenant to remove any Subtenant Improvements that Landlord does not require Subtenant to remove in accordance with the Master Lease. Notwithstanding anything to the contrary, at Subtenant's sole cost, Subtenant will also remove all telecommunications and data cabling existing in the Subleased Premises as of the Effective Date or installed by or for the benefit of Subtenant thereafter (unless Landlord does not require such removal). Subtenant will surrender the Subleased Premises to Sublandlord upon the expiration or sooner termination of this Sublease in accordance with the terms of the Master Lease, in broom-clean condition, free of Subtenant's personal property, signage, furniture, fixtures and equipment and the Remaining FF&E (subject to the terms of Section 20 below), with any damage caused by Subtenant's removal of such items repaired to Sublandlord's reasonable satisfaction and at Subtenant's sole cost and expense.

(iv) Conceptual Approval of Certain Construction Items. Subject to obtaining Landlord's consent, and subject further to the requirements of applicable Laws, the Owners Association for the Complex (if applicable), and obtaining Sublandlord's approval of the plans and specifications therefor, which Sublandlord will not unreasonably withhold, condition or delay, Sublandlord does not object to, in concept, performance of the following work items by Subtenant: (1) installation of a UPS / Backup Generator to service the Subleased Premises (including, if applicable, any Expansion Space and/or ROFO Space) in a location agreed to by Sublandlord and Subtenant, and (2) conversion of conference rooms in the Subleased Premises to additional offices.

15. Holding Over. Subject to Section 2(b)(iii) of this Sublease, if Subtenant fails to surrender the Subleased Premises at the expiration or earlier termination of this Sublease, occupancy of the Subleased Premises after the termination or expiration shall be that of a tenancy at sufferance. Subtenant's occupancy of the Subleased Premises during such holdover shall be subject to all the terms and provisions of this Sublease and Subtenant shall pay an amount (on a

per month basis without reduction for partial months during the holdover) equal to 150% of the Base Rent due for the period immediately preceding the holdover and 100% of all applicable Additional Rent. No holdover by Subtenant or payment by Subtenant after the expiration or early termination of this Sublease shall be construed to extend the Term or prevent Sublandlord from immediate recovery of possession of the Subleased Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Sublandlord is unable to deliver possession of the Subleased Premises to a new subtenant following a Default by Subtenant and early termination of this Sublease or to Landlord from and after August 1, 2030 (subject to Section 2(b)(iii) of this Sublease) or earlier termination of the Master Lease, as the case may be, as a result of Subtenant's holdover, Subtenant shall be liable to Sublandlord for all damages, including, without limitation, consequential damages, that Sublandlord suffers from the holdover; Subtenant expressly acknowledges that such damages may include all of the holdover rent charged by Landlord under the Master Lease as a result of Subtenant's holdover, which Master Lease holdover rent may apply to the entire Master Lease Premises.

16. Signage. Subject to Landlord's approval in accordance with and to the extent required under the Master Lease or the Consent, Subtenant shall have the right to install, alter, maintain and repair Subtenant's identification signage in the Building lobby in locations reasonably approved by Sublandlord and Subtenant (the "**Subtenant Lobby Signage**"), and Sublandlord and Subtenant shall otherwise reasonably cooperate in the design of the "co-branding" of the Building lobby. Further, subject to compliance with the signage criteria promulgated from time to time by Landlord, Sublandlord, the local jurisdiction, and/or the Owners Association for the Complex, and subject further to all applicable Laws and Landlord's and Sublandlord's prior written approval (which approval of Sublandlord shall not be unreasonably withheld, conditioned or delayed), Subtenant shall have the right to install, alter, maintain and repair Subtenant's identification signage on the two (2) existing monument signs for the Building (collectively, the "**Subtenant Monument Signage**") in accordance with the terms of the Master Lease, including, without limitation, the terms of Section 8(d) thereof. Subtenant acknowledges that the Building monuments are currently used by Sublandlord and as such will be shared with Sublandlord. The parties shall reasonably cooperate in modifying the existing monuments to accommodate the identification signage of each party. Sublandlord's existing identification signage shall be relocated to the left or top portion of each monument sign depending upon the final determined configuration. The Subtenant Lobby Signage and the Subtenant Monument Signage are collectively referred to herein as the "**Subtenant Signage**". The parties shall also reasonably cooperate and mutually confer and coordinate with respect to the display of Sublandlord's signage in the Building lobby, on the one hand, and the Subtenant Lobby Signage, on the other hand, and the parties shall use commercially reasonable efforts to maintain substantially equivalent prominence of all such party signage. The content, size, design, graphics, materials, colors and other specifications of the Subtenant Signage (including, without limitation, the exact location of any and all Subtenant Signage), and all contractors or subcontractors utilized by Subtenant in connection therewith, shall be subject to the approval of Landlord in accordance with the Master Lease and Sublandlord (which approval of Sublandlord shall not be unreasonably withheld, conditioned or delayed), and shall be consistent with the exterior design, materials and appearance of the Building, and subject to the local jurisdiction and the Owners Association for the Complex. Any and all Subtenant Signage and any required

modification to the monuments (and, if applicable, the Building-top signage and related signage infrastructure) will be at Subtenant's sole cost and expense, and all Subtenant Signage shall be removed and restored upon the Expiration Date or earlier termination of this Sublease at Subtenant's sole cost and expense. For the avoidance of doubt, Subtenant shall not have the right to any Building-top signage unless and until Subtenant subleases the entirety of the Building pursuant to the Expansion Option as set forth in Section 21 below or the ROFO as set forth in Section 22 below and further subject to receipt of Landlord's consent thereto. Sublandlord shall reasonably cooperate, at no cost to Sublandlord, with Subtenant in connection with Subtenant's exercise of its signage rights set forth in this Section 16, including by Sublandlord's execution and delivery of any approvals, permits or other documents reasonably required to effect a change of the currently existing exterior Building monument and, if applicable, Building-top signage. Except in connection with Subtenant's modification of the monuments (and, if applicable, Building-top signage) to accommodate Subtenant Signage as provided in this Section 16, Subtenant shall not be liable or responsible for the removal or restoration of any signage or branding of Sublandlord bearing Sublandlord's name or logo, and Sublandlord, at Sublandlord's sole cost, shall be solely liable and responsible therefor.

17. Parking. During the Early Entry period and thereafter throughout the Term, Subtenant, at no additional cost to Subtenant (except with respect to the use of EV Chargers as set forth below), shall be permitted to use on a first-come first-served basis the parking spaces in the parking lot of the Building in accordance with the terms of the Master Lease, provided that Subtenant shall have the right to use not more than Subtenant's Percentage Share of the available parking at the Building. In addition, as part of Subtenant's Percentage Share of the parking, from and after the Commencement Date, Subtenant shall have the right on a first-come first-served basis to use, at Subtenant's sole cost, the existing sixteen (16) electric vehicle charging stations (collectively, the "**EV Chargers**") in the parking lot for the intended use thereof. Sublandlord reserves the right from time to time with thirty (30) days' prior written notice to Subtenant to promulgate reasonable rules and regulations, to be enforced against Subtenant in a reasonable and non-discriminatory manner, in connection with the use and operation of the EV Chargers. Sublandlord and Subtenant acknowledge that the EV Chargers and accompanying parking spaces will be used for the active charging of EVs only, and not for general parking, and there shall otherwise be no reserved parking spaces in the parking lot for the Building.

18. Roof Rights. Subject to Landlord's consent, Subtenant shall be permitted to access, at no additional charge by Sublandlord, an area of the rooftop reasonably approved by Sublandlord and Landlord (the "**Rooftop Sub-Premises**") for the sole purposes of the installation, operation and maintenance of mechanical and electrical equipment and satellite or wireless communications associated with Subtenant's business operations in the Subleased Premises in connection with the Permitted Use and any uses permitted under Section 24(s) of the Master Lease. Without limiting Subtenant's other obligations with respect to the use of the Rooftop Sub-Premises, Subtenant shall reimburse Sublandlord for any and all costs Sublandlord incurs in connection with obtaining Landlord's and Sublandlord's consent to Subtenant's rooftop equipment, including confirmation that Landlord's roof warranty will not be affected by any penetration, review of Subtenant's plans and specifications therefor, and monitoring the

performance of all rooftop work by Subtenant. Subtenant shall be responsible for any removal and restoration required by Landlord of Subtenant's rooftop equipment and any equipment installed on the Rooftop Sub-Premises associated therewith upon the expiration or earlier termination of this Sublease.

19. Notices. Any notice by either party to the other required, permitted or provided for herein shall be valid only if in writing and shall be deemed to be duly given only if (a) delivered personally, or (b) sent by means of Federal Express, UPS Next Day Air or another reputable express mail delivery service guaranteeing next day delivery, or (c) sent by United States certified or registered mail, return receipt requested, addressed:

(i) if to Sublandlord, at the following addresses:

Zuora, Inc.
101 Redwood Shores Parkway
Redwood City, California 94065
Attn: Legal Department
Email: [**]

with a copy to:

Shartsis Friese LLP
425 Market Street, 11th Floor
San Francisco, California 94105
Attn: [**] / [**]
Email: [**] / [**]

and (ii) if to Subtenant, at the following address:

prior to the Sublease Commencement Date:

Corcept Therapeutics Incorporated
149 Commonwealth Drive

Menlo Park, California 94025
Attn: Legal Department

after the Sublease Commencement Date:

Corcept Therapeutics Incorporated
101 Redwood Shores Parkway, 4th Floor

Redwood City, California 94065
Attn: Legal Department

with a copy by email to:

[**]

with a copy to:

Paul Hastings LLP
1117 California Avenue
Palo Alto, California 94304
Attn: [**]
Email: [**]

or at such other address for either party as that party may designate by notice to the other. A notice shall be deemed given and effective, if delivered personally, upon hand delivery thereof (unless such delivery takes place after hours or on a holiday or weekend, in which event the notice shall be deemed given on the next succeeding business day), if sent via overnight courier, on the business day next succeeding delivery to the courier, and if mailed by United States certified or registered mail, three (3) business days following such mailing in accordance with this Section 19. Sublandlord shall deliver to Subtenant copies of any notice, demand or correspondence given to or received from Landlord relating to the Subleased Premises (including, in all cases, any breach or default under the Master Lease), at substantially the same time as sending such notice to Landlord and within three (3) business days following Sublandlord's receipt of any such notice from Landlord; it being agreed that, other than notices of default, Sublandlord shall be permitted to deliver all such correspondence to Subtenant by email only.

20. Remaining FF&E.

(a) Generally. Sublandlord is the owner of certain existing fixtures, equipment and modular and office furniture, including cubicle stations, office and conference room furniture and chairs, file cabinets, data wiring, racks, video conferencing equipment, storage systems and any security systems located in the Subleased Premises and described in more particular detail in **Exhibit C-2** attached hereto, as well as all equipment and data cabling associated therewith (the "**Remaining FF&E**"). Sublandlord represents and warrants to Subtenant that, to Sublandlord's actual knowledge without duty of inquiry, the list of Remaining FF&E on **Exhibit C-2** attached hereto is substantially the same as the furniture, fixtures and equipment in the Subleased Premises as of the Delivery Date. Notwithstanding anything to the contrary contained herein, in the event that an item of the Remaining FF&E identified on the inventory attached to **Exhibit C-2** is not in the Subleased Premises as of the Commencement Date of this Sublease due to, for instance, minor discrepancies in the inventory count, Sublandlord shall have no obligation to replace any such item, and the parties agree to act reasonably in the application of this provision. Subtenant shall accept the Remaining FF&E in its then current condition without any warranty of fitness from Sublandlord (and Subtenant expressly acknowledges that no warranty is made by Sublandlord with respect to the condition of any cabling currently located in or serving the Subleased Premises).

(b) Automatic Transfer of Remaining FF&E to Subtenant. In consideration of $1.00, effective as of the Commencement Date of this Sublease (the "**Remaining FF&E Transfer Date**"), all of Sublandlord's right, title and interest in and to the Remaining FF&E shall automatically be transferred to Subtenant. The Remaining FF&E shall be so transferred to Subtenant on an "as is" basis with no representation or warranty of any kind from, and no recourse against, Sublandlord; provided, however, that Sublandlord represents and warrants as of the Remaining FF&E Transfer Date that it owns all of the Remaining FF&E free and clear of all liens and encumbrances and has the authority to so transfer the Remaining FF&E. Following such transfer of the Remaining FF&E to Subtenant, Subtenant shall be solely responsible for the proper removal of the Remaining FF&E from the Subleased Premises and the Building in accordance with the terms and provisions of the Master Lease. The transfer of ownership of the Remaining FF&E to Subtenant shall occur automatically on the Remaining FF&E Transfer Date and this Sublease shall constitute a bill of sale evidencing the transfer of the Remaining FF&E on the Remaining FF&E Transfer Date, unless otherwise agreed to in a writing signed by both Sublandlord and Subtenant. Notwithstanding the foregoing provisions of this Section 20 to the contrary, if prior to the Expiration Date Subtenant is in Default and such Default results in the termination of this Sublease, then, at Sublandlord's election, the automatic transfer of all of Sublandlord's right, title and interest in and to all Remaining FF&E shall be voidable by Sublandlord in which event Subtenant shall deliver to Sublandlord all of the Remaining FF&E together with any and all replacements of the Remaining FF&E or additions to the Remaining FF&E in their "as-is" condition and without warranty as to condition, and the transfer of ownership to Sublandlord of the Remaining FF&E and any such replacements or additions shall occur automatically on the termination date and this Sublease shall constitute a bill of sale. If Sublandlord so elects to void such transfer, then Sublandlord shall provide notice of such election to Subtenant at any time prior to the termination of this Sublease.

21. Expansion Option.

(a) Grant of Option; Conditions. Subtenant shall have the option (the "**Expansion Option**") to sublease the remaining portion of the Building consisting of the entire first (1st) and second (2nd) floors as depicted on the floor plan attached hereto as **Exhibit A-1** (the "**Expansion Space**") (it being understood, for the avoidance of doubt, that the Expansion Option is for the Expansion Space in its entirety only and cannot be exercised with respect to only a portion thereof) if:

(i) Sublandlord receives written notice (the "**Expansion Notice**") from Subtenant of the exercise of the Expansion Option on or before December 31, 2025 (the "**Outside Expansion Exercise Date**"); provided, if Subtenant fails to deliver the Expansion Notice by the Outside Expansion Exercise Date, time being of the essence, then Subtenant shall be deemed to have waived its Expansion Option with respect to the Expansion Space, in which case Sublandlord shall be free to continue to lease and/or sublease all or any portion of the Expansion Space (subject to the ROFO as defined and set forth in Section 22 below); and

(ii) Subtenant is not in Default hereunder at the time that Subtenant delivers the Expansion Notice to Sublandlord; and

(iii) Subtenant has not vacated or abandoned the Subleased Premises at the time Sublandlord receives the Expansion Notice; and

(iv) Other than in connection with a Permitted Transfer (subject to Landlord's consent and the Consent), Subtenant has not assigned its interest in this Sublease, or further sublet all or any portion of the Subleased Premises to a third party; and

(v) Other than in connection with a Permitted Transfer (subject to Landlord's consent and the Consent), the original subtenant to this Sublease (the "**Original Subtenant**") exercises the Expansion Option and such right may not be assigned or transferred.

Notwithstanding anything to the contrary in this Section 21, Subtenant's exercise of the Expansion Option and Sublandlord's subsequent obligation to sublease the Expansion Space to Subtenant is expressly conditioned upon the parties' obtaining the consent of Landlord to such subleasing, which Sublandlord and Subtenant agree to use good faith efforts to achieve and endeavor to expressly include in the Consent.

(b) Terms for Expansion Space. Sublandlord shall not enter into any sublease, assignment or other transfer of the Expansion Space with a third party until after December 31, 2025 (subject to the ROFO as defined and set forth in Section 22 below). If Subtenant properly exercises the Expansion Option, and the other conditions described above for the effectiveness of Subtenant's exercise of the Expansion Option are satisfied (or waived by Sublandlord, in Sublandlord's sole discretion), then the following terms will apply:

(i) Base Rent. Subject to the terms hereof, the RSF for the Expansion Space is 40,884 (which includes the allocation of the share of the Shared Amenities

Space). In no event will the Expansion Space be subject to re-measurement by either party during the Term. The base rent rate per RSF of the Expansion Space will be the same as the then-current rate (including periodic increases) payable by Subtenant for the initial Subleased Premises (the "**Expansion Space Base Rent**"). Subject to the abatement of Expansion Space Base Rent described below, the Expansion Space Base Rent and the Additional Rent for the Expansion Space shall commence on the Expansion Space Delivery Date. Subtenant shall be entitled to an abatement of the Expansion Space Base Rent similar to the abatement of Base Rent described in Section 3(a)(ii) hereof (i.e., an abatement of 8.3333% of the term for the Expansion Space), which shall be proportionately reduced based on the number of months in the term of this Sublease for the Expansion Space relative to the number of months in the term of this Sublease for the original Subleased Premises.

(ii) Additional Rent. Subtenant shall pay Additional Rent for the Expansion Space on the same terms and conditions set forth in Sections 3(b) and 3(c) above, provided that Subtenant's Percentage Share shall be increased to 100%. With respect to those items of Additional Rent that are not Operating Costs (i.e., those charges incurred by Sublandlord for services performed or contracted for directly by Sublandlord for the benefit of the Building or its occupants), the parties will mutually confer, in good faith, to determine the most efficient way to deliver such services following Sublandlord's delivery of the Expansion Space to Subtenant, which may include, at Sublandlord's reasonable direction or at Subtenant's reasonable request, an orderly transition of the responsibility of contracting for such services to Subtenant, as the sole occupant of the Building.

(iii) Delivery/"As Is" Condition. Sublandlord shall deliver possession of the Expansion Space to Subtenant in the condition required hereunder (the "**Expansion Space Delivery Condition**") no later than the date that is exactly nine (9) months following delivery of the Expansion Notice (the "**Outside Expansion Space Delivery Date**") and no earlier than the date that is exactly three (3) months following delivery of the Expansion Notice. Sublandlord shall deliver the Expansion Space to Subtenant vacant, with the Expansion FF&E (as defined below) in the Expansion Space, and otherwise free of debris, with all of Sublandlord's signage (including all signage in the Building lobby, monument signage and Building-top signage), branding bearing Sublandlord's name or logo, and other personal property (other than the Expansion FF&E) removed, and with any actual material damage caused by Sublandlord's removal reasonably repaired as may be necessary, normal wear and tear excepted, and otherwise in the "as-is" condition and configuration existing on the date Sublandlord delivers possession of the Expansion Space to Subtenant (the "**Expansion Space Delivery Date**"). In addition, Sublandlord shall, at Sublandlord's sole cost and expense, (i) cause the Expansion Space to be in broom-clean condition, and (ii) patch and paint, as necessary, any damaged walls (only to the extent in excess of normal wear and tear) and professionally steam clean any existing carpeted areas within the Expansion Space. If Subtenant timely delivers Expansion Notice, Sublandlord shall endeavor, in good faith, to obtain Landlord's consent and timely deliver the Expansion Space, but Sublandlord's failure to deliver, or delay in delivering, all or any part of the Expansion Space, for any reason beyond Sublandlord's control, shall not give rise to any liability of Sublandlord, shall not alter Subtenant's obligation to accept such space when delivered, shall not constitute a default of Sublandlord, and shall not affect the validity of this

Sublease, provided that in no event will any rent be due and payable by Subtenant with respect to such Expansion Space, nor shall the term of the subletting of such Expansion Space commence, for the duration of any such delay. Sublandlord shall provide Subtenant with prior written notice of the Expansion Space Delivery Date at least ten (10) business days prior to the occurrence of the Expansion Space Delivery Date; provided, however, Sublandlord shall have the right to deliver subsequent written notices to Subtenant in connection with any required adjustments to the Expansion Space Delivery Date as determined by Sublandlord in its sole discretion.

(iv) Term. The term for the Expansion Space shall commence on the Expansion Space Delivery Date, and shall end, unless sooner terminated pursuant to the terms of this Sublease, on the Expiration Date; it being the intention of the parties hereto that the term for the Expansion Space and the Term for the initial Subleased Premises shall be coterminous.

(v) Letter of Credit. Prior to the Expansion Space Delivery Date, the Letter of Credit Amount shall be increased by Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00). Such increase in the Letter of Credit Amount shall be accomplished by Subtenant providing Sublandlord with a Replacement Letter of Credit or an amendment to the existing Letter of Credit in the increased amount, in either case in form and substance reasonably satisfactory to Sublandlord. Sublandlord shall return to Subtenant any existing Letter of Credit within ten (10) days of Sublandlord's receipt of a Replacement Letter of Credit. Subtenant shall not be permitted to enter the Expansion Space until such increase in the Letter of Credit Amount has been effected, and the applicable provisions of Section 2(b)(i) hereof shall apply to the delivery of possession of the Expansion Space, mutatis mutandis.

(vi) Signage. Subject to Landlord's consent, Subtenant shall, as of the Expansion Space Delivery Date, be entitled to all Building-top and monument signage rights of Sublandlord under the Master Lease, and all such signage shall be deemed Subtenant Signage and subject to the provisions of Section 16 hereof and all applicable provisions of the Master Lease.

(vii) Expansion FF&E. No later than thirty (30) days following Sublandlord's receipt of the Expansion Notice, Sublandlord shall provide to Subtenant a list (the "**Expansion FF&E List**") of the fixtures, equipment and modular and office furniture, which may include cubicle stations, office and conference room furniture and chairs, file cabinets, data wiring, racks, video conferencing equipment, gym equipment, storage systems, and any security systems then located in the Expansion Space, as well as any equipment and data cabling associated therewith, that will be for Subtenant's use and transfer to Subtenant (the "**Expansion FF&E**"). For the avoidance of doubt, Sublandlord shall have no obligation to remove any of the Expansion FF&E from the Expansion Space. Subtenant shall accept all of the Expansion FF&E and in its then current condition without any warranty of fitness from Sublandlord (Subtenant expressly acknowledges that no warranty is made by Sublandlord with respect to the condition of any cabling currently located in or serving the Expansion Space). In consideration of $1.00, effective as of the Expansion Space Delivery Date (the "**Expansion FF&E Transfer Date**"), all of Sublandlord's right, title and interest in and to the Expansion FF&E shall automatically be

transferred to Subtenant. The Expansion FF&E shall be so transferred to Subtenant on an "as is" basis with no representation or warranty of any kind from, and no recourse against, Sublandlord; provided, however, that Sublandlord represents and warrants as of the Expansion FF&E Transfer Date that it owns all of the Expansion FF&E free and clear of all liens and encumbrances and has the authority to so transfer the Expansion FF&E. Following such transfer of the Expansion FF&E to Subtenant, Subtenant shall be solely responsible for the proper removal of the Expansion FF&E from the Expansion Space and the Building in accordance with the terms and provisions of the Master Lease. The transfer of ownership of the Expansion FF&E to Subtenant shall occur automatically on the Expansion FF&E Transfer Date and this Sublease shall constitute a bill of sale evidencing the transfer of the Expansion FF&E on the Expansion FF&E Transfer Date, unless otherwise agreed to in a writing signed by both Sublandlord and Subtenant. Notwithstanding the foregoing provisions of this Section 21(b)(vii) to the contrary, if prior to the Expiration Date Subtenant is in Default and such Default results in the termination of this Sublease, then, at Sublandlord's election, the automatic transfer of all of Sublandlord's right, title and interest in and to all Expansion FF&E shall be voidable by Sublandlord, in which event Subtenant shall deliver to Sublandlord all of the Expansion FF&E, together with any replacements thereof and additions thereto in their "as-is" condition without warranty as to condition, and the transfer of ownership to Sublandlord of the Expansion FF&E and such replacements and additions shall occur automatically on the termination date and this Sublease shall constitute a bill of sale. If Sublandlord so elects to void such transfer, then Sublandlord shall provide notice of such election to Subtenant at any time prior to the termination of this Sublease.

(c) Expansion Amendment. If Subtenant is entitled to and properly exercises the Expansion Option, Sublandlord shall prepare an amendment (the "**Expansion Amendment**") to reflect the commencement date of the term for the Expansion Space and the changes in Base Rent, RSF of the Subleased Premises, Subtenant's exclusive use of the Shared Amenities Space, Subtenant's additional Building signage rights, Subtenant's Percentage Share, Subtenant's parking rights and other appropriate terms. A copy of the Expansion Amendment shall be sent to Subtenant within a reasonable time after Sublandlord's receipt of the Expansion Notice and Subtenant shall execute (or provide reasonable comments on) and return the Expansion Amendment to Sublandlord within a reasonable time thereafter, but an otherwise valid exercise of the Expansion Option shall be fully effective whether or not the Expansion Amendment is executed.

(d) Expansion Space Late Delivery Abatements. If Subtenant is entitled to and properly exercises the Expansion Option, and subject to Subtenant's satisfaction of the Delivery Requirements as applicable to delivery of the Expansion Space, if Sublandlord, for any reason other than delay caused by Tenant or any party acting by or through Tenant, does not deliver possession of the Expansion Space to Subtenant in the Expansion Space Delivery Condition in all material respects on or before the Outside Expansion Space Delivery Date, then Subtenant shall be entitled to a credit against Expansion Space Base Rent of one (1) day of Expansion Space Base Rent for every day following the Outside Expansion Space Delivery Date until Sublandlord delivers possession of the Expansion Space to Subtenant in the Expansion Space Delivery Condition in all material respects.

22. Right of First Offer.

(a) ROFO. Effective as of January 1, 2026 (i.e., immediately following the Outside Expansion Exercise Date in the event Subtenant fails to exercise the Expansion Option), Sublandlord hereby grants to Subtenant an ongoing right of first offer (the "**ROFO**") to sublease ROFO Space (as defined below), subject to and in accordance with the terms and conditions set forth in this Section 22. Notwithstanding anything to the contrary in this Section 22, Subtenant's exercise of the ROFO and Sublandlord's subsequent obligation to sublease the ROFO Space is expressly conditioned upon the parties' obtaining the consent of Landlord to such subleasing, which Sublandlord and Subtenant agree to use good faith efforts to achieve and endeavor to expressly include in the Consent.

(b) ROFO Space. For purposes of this Section 22, the entire rentable portion of the first (1st) floor and/or the entire second (2nd) floor of the Building shall constitute "**ROFO Space**." Such ROFO Space shall be deemed "available for sublease" when Sublandlord elects to market such ROFO Space for sublease, assignment or other transfer. For the avoidance of doubt: (i) ROFO Space may not consist of only a portion of the second (2nd) floor; and (ii) ROFO Space may not consist of the Shared Amenities Space unless Sublandlord's Offer Notice designates all rentable area of the Building not already subleased by Subtenant as ROFO Space (in which case, the Shared Amenities Space shall be included as ROFO Space).

(c) Offer Notice. When any ROFO Space becomes available for sublease (the parties hereby acknowledging that the ROFO is for all, and not just part, of the ROFO Space offered in the Offer Notice (as hereinafter defined)), Sublandlord shall advise Subtenant (an "**Offer Notice**") of the proposed base rent rate (the "**ROFO Space Base Rent**"), the anticipated delivery date for the ROFO Space (the "**Anticipated ROFO Space Delivery Date**"), the condition that Sublandlord will deliver the ROFO Space, which shall be similar to the Expansion Space Delivery Condition described herein (the "**ROFO Space Delivery Condition**"), the list of all furniture, fixtures and equipment that will be available for use or transfer, the adjustment of Subtenant's Percentage Share, any concessions (including any free-rent periods, work to be performed by Sublandlord, improvement allowances and/or broker commissions), and any other material economic terms (collectively, the "**Economic Terms**"). Except with respect to the Economic Terms, which shall be in the applicable amounts and on the terms set forth in the Offer Notice, the parties agree that the ROFO Space shall otherwise be offered to Subtenant on the same terms and conditions as set forth in this Sublease with respect to the Subleased Premises, including, without limitation, Additional Rent, and the ROFO Space shall be subleased for a term that is coterminous with the Term of this Sublease. Other than the increase in the Letter of Credit Amount described below, Sublandlord shall not be permitted to require any other increase in the Letter of Credit Amount or additional security for this Sublease in connection with an Offer Notice.

(d) Response Notice. Within fourteen (14) days after an Offer Notice is delivered to Subtenant, Subtenant may, by written notice delivered to Sublandlord (each, a "**Response Notice**"), agree to sublease the ROFO Space described in the Offer Notice, in its entirety only, for Subtenant's own use on the terms and conditions set forth in the Offer Notice

and otherwise in accordance with the terms and conditions of this Sublease. Any such Response Notice exercising the ROFO as to such ROFO Space shall be deemed to be unconditional and irrevocable. Time is of the essence with respect to Subtenant's exercise of its rights under this Section 22. The failure by Subtenant to timely deliver a Response Notice accepting the terms as required hereunder shall be deemed Subtenant's rejection of the Offer Notice. If the Response Notice is not timely delivered to Sublandlord as set forth above, or if Subtenant elects not to deliver a Response Notice, then Sublandlord shall be free to sublease the ROFO Space described in the Offer Notice to a third party on any terms that Sublandlord determines (including, without limitation, as to term length and other Economic Terms), subject nevertheless to the re-offer terms of Section 22(g) below.

(e) Sublease of ROFO Space. If Subtenant timely delivers a Response Notice as provided above, then the ROFO Space described in the Offer Notice shall, subject to the following subparagraphs below and without further action by the parties, be subleased by Subtenant on the terms and condition described in subsection (c) of this Section 22 above, provided that, at Sublandlord's or Subtenant's request, Sublandlord and Subtenant shall promptly execute and deliver an amendment to this Sublease confirming such expansion of the Subleased Premises. The ROFO Space described in the Offer Notice shall be delivered by Sublandlord and accepted by Subtenant in the ROFO Space Delivery Condition in all material respects and otherwise in its "as-is" condition and configuration existing on the date Sublandlord delivers possession of such ROFO Space to Subtenant.

(f) General Provisions. Notwithstanding any provision of this Section 22 to the contrary, Subtenant's rights under this Section 22 shall be void and of no further force or effect, at Sublandlord's election, if, at the time Sublandlord would otherwise deliver an Offer Notice to Subtenant, or at the time Subtenant delivers its Response Notice:

(i) Subtenant is in Default hereunder; or

(ii) Subtenant has vacated or abandoned the Subleased Premises; or

(iii) Other than in connection with a Permitted Transfer (subject to Landlord's consent and the Consent), Subtenant has assigned its interest in this Sublease or sub-sublet all or any portion of the Subleased Premises to a third party; or

(iv) Other than in connection with a Permitted Transfer (subject to Landlord's consent and the Consent), any party other than the Original Subtenant exercises or seeks to exercise the ROFO.

(g) Letter of Credit. If Subtenant exercises the ROFO and the ROFO Space would result in Subtenant subleasing the entirety of the Building then prior to the date the ROFO Space is delivered to Subtenant, the Letter of Credit Amount shall be increased by Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00). If Subtenant exercises the ROFO and the ROFO Space would result in Subtenant subleasing either the first (1st) or the second (2nd) floor of the Building in addition to the Subleased Premises, then prior to the date such

ROFO Space is delivered to Subtenant, the Letter of Credit Amount shall be increased by One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000.00). Any such increase in the Letter of Credit Amount shall be accomplished by Subtenant providing Sublandlord with a Replacement Letter of Credit or an amendment to the existing Letter of Credit in the increased amount, in either case in form and substance reasonably satisfactory to Sublandlord. Sublandlord shall return to Subtenant any existing Letter of Credit within ten (10) days of Sublandlord's receipt of a Replacement Letter of Credit.

(h) Signage. Subject to Landlord's consent, if Subtenant exercises the ROFO, and the ROFO Space would result in Subtenant's subleasing the entirety of the Building then Subtenant shall, as of the Anticipated ROFO Space Delivery Date, be entitled to all Building-top and monument signage rights of Sublandlord under the Master Lease, and all such signage shall be deemed Subtenant Signage and subject to the provisions of Section 16 hereof and all applicable provisions of the Master Lease.

(i) Re-Offer. If Sublandlord fails to sublease the ROFO Space (i) on terms that are not Substantially More Favorable Terms (defined below) as offered to Subtenant in the Offer Notice, and/or (ii) within one hundred eighty (180) days after Subtenant fails or is deemed to fail to timely exercise the ROFO, Sublandlord shall be obligated to once again offer the ROFO Space to Subtenant based upon the ROFO procedure described herein. "**Substantially More Favorable Terms**" shall mean that the present value of the average "net effective rent" (defined below) offered to the potential subtenant is less than eighty percent (80%) of the present value of the average net effective rent set forth in the Offer Notice, in each case using a discount rate equal to the interest at the floating commercial loan rate announced from time to time by Bank of America, N.A., or its successor, as its prime rate. The term "**net effective rent**" shall mean the net rental amount to be paid to Sublandlord, taking into account any tenant improvement expenses and allowances to be incurred by Sublandlord, any other monetary concessions granted by Sublandlord and any other monetary amounts paid by Sublandlord (such as brokerage commissions).

23. Brokers. Sublandlord and Subtenant each represents that it has dealt directly with and only with Jones Lang LaSalle (collectively, the "**Brokers**"), as a broker in connection with this Sublease. Sublandlord and Subtenant shall indemnify and hold each other harmless from all claims of any brokers (other than the Brokers) claiming to have represented Sublandlord or Subtenant in connection with this Sublease. Subtenant and Sublandlord agree that the Brokers shall be paid commissions by Sublandlord in connection with this Sublease pursuant to a separate agreement.

24. Complete Agreement. Except for the Consent, there are no representations, warranties, agreements, arrangements or understandings, oral or written, between the parties or their representatives relating to the subject matter of this Sublease which are not fully expressed in this Sublease. This Sublease cannot be changed or terminated nor may any of its provisions be waived orally or in any manner other than by a written agreement executed by both parties.

25. Interpretation. Irrespective of the place of execution or performance, this Sublease shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Sublease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Sublease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings and titles, if any, in this Sublease are solely for convenience of reference and shall not affect its interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease or any part thereof to be drafted. If any words or phrases in this Sublease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Sublease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Sublease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement, obligation or other provision of this Sublease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependent on any other provision of this Sublease unless otherwise expressly provided. All terms and words used in this Sublease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. The word "person" as used in this Sublease shall mean a natural person or persons, a partnership, a corporation or any other form of business or legal association or entity. The words "hereof", "hereto" and "hereunder" and similar expressions used in this Sublease relate to the whole of this Sublease and not only to the provisions in which such expressions appear. Wherever the term "including" is used in this Sublease, it will be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. "Or" is not exclusive and means "and/or". Whenever a party hereto is required to not unreasonably withhold its consent, such requirement will be deemed to include a corresponding requirement to not unreasonably condition or delay its consent, whether or not so stated.

26. CASp. This notice is given pursuant to California Civil Code Section 1938. The Subleased Premises have not been issued a disability access inspection certificate. A Certified Access Specialist (CASp) can inspect the Subleased Premises and determine whether the Subleased Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection, Sublandlord may not prohibit Subtenant from obtaining a CASp inspection for the occupancy or potential occupancy of Subtenant, if requested by Subtenant. The time and manner of the CASp inspection will be subject to the prior written approval of Sublandlord, which approval shall not be unreasonably withheld, conditioned or delayed. The payment of the fee for the CASp inspection shall be borne by Subtenant. The cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Subleased Premises shall be allocated as provided in the applicable provisions of the Master Lease (as incorporated herein) and this Sublease.

27. USA Patriot Act Disclosures. Each of Sublandlord and Subtenant is currently in compliance with and shall at all times during the Term remain in compliance with

the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

28. Counterparts. This Sublease may be executed in multiple counterparts, each of which is deemed an original but which together constitute one and the same instrument. This Sublease shall be fully executed when each party whose signature is required has signed and delivered to each of the parties at least one counterpart, even though no single counterpart contains the signatures of all of the parties hereto. This Sublease may be executed in so-called "pdf" format and each party has the right to rely upon a pdf counterpart of this Sublease signed by the other party to the same extent as if such party had received an original counterpart.

29. Authorized Signatory. Each of Sublandlord and Subtenant hereby represents and warrants to the other party that the person executing this Sublease on behalf of it is a duly authorized representative of the signing party and has full authority to execute and deliver this Sublease.

30. Confidentiality. Except as expressly permitted in this Section 30, neither party nor its agents, servants, employees, invitees and contractors will, without the prior written consent of the other party, disclose any Confidential Information of the other party to any third party. Information will be considered "**Confidential Information**" of a party if it: (a) is disclosed by the party to the other party in tangible form and is conspicuously marked "Confidential", "Proprietary" or the like; (b) is disclosed by one party to the other party in non-tangible form and is identified by such party as confidential, proprietary or the like at the time of disclosure; or (c) would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential (including any financial statements which shall be Confidential Information for purposes of this Sublease). In addition, notwithstanding anything in this Sublease to the contrary, the terms of this Sublease (but not its mere existence) will be deemed Confidential Information of each party. Other than the terms and conditions of this Sublease, information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one known to have an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one known to have an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Sublease by the receiving party; or (iv) is independently developed by the receiving party. The terms and conditions of this Sublease will cease being confidential if, and only to the extent that, they become publicly known, except through a breach of this Sublease by the disclosing party. Notwithstanding anything to the contrary set forth herein, either party may disclose this Sublease to Landlord. Each party will secure and protect the Confidential Information of the other party (including, without limitation, the terms of this Sublease) in a manner consistent with the steps taken to protect its own confidential information, but not less than a reasonable degree of care.

Each party may disclose the other party's Confidential Information where: (1) the disclosure is required by law or by an order of a court or other governmental body having jurisdiction after giving reasonable notice to the other party with adequate time for such other party to seek a protective order, if reasonably possible; (2) if in the opinion of counsel for such party, disclosure is advisable under any applicable securities laws regarding public disclosure of business information; (3) the disclosure is reasonably necessary for Sublandlord or Subtenant to conclude a business transaction; or (4) the disclosure is reasonably necessary and is to that party's or its affiliates' or its actual or prospective lenders' or investors' employees, officers, directors, members, attorneys, accountants, consultants and advisors, or the disclosure is otherwise necessary for a party to exercise its rights and perform its obligations under this Sublease, so long as in all cases the disclosure is no broader than reasonably necessary and the party who receives the disclosure agrees prior to receiving the disclosure to keep the information confidential. Each party is responsible for ensuring that any Confidential Information of the other party that the first party discloses pursuant to this Section 30 is kept confidential by the person receiving the disclosure. Without limiting the generality of this Section 30, neither Sublandlord nor Subtenant will, directly or indirectly use either party's name for any commercial purposes or use any of either party's trademarks, in each case, without the express prior written consent of the other party to be granted or withheld in such party's sole and absolute discretion. Each party acknowledges that any breach of this Section 30 may cause irreparable harm for which monetary damages are an insufficient remedy and therefore that upon any breach of this Section 30 the non-breaching party shall be entitled to appropriate equitable relief without the posting of a bond in addition to whatever other remedies it might have at law or in equity.

31. Waiver of Certain Damages. Notwithstanding anything to the contrary contained in this Sublease, neither Sublandlord nor Subtenant will be liable under this Sublease for consequential damages, incidental damages, punitive damages, indirect damages, or special damages, or damages for loss of profit, loss of business opportunity or loss of income, except that Subtenant shall remain liable for such holdover-related damages as set forth in Section 15 of this Sublease or with respect to the handling, use or release of Hazardous Materials in or about the Subleased Premises or the Building by Subtenant or any of its agents, employees, contractors, licensees or invitees. Subject, in all events, to (x) the foregoing waiver of consequential, indirect, special and punitive damages, (y) the waiver of subrogation set forth in Section 11(d) of the Master Lease which has been incorporated into this Sublease by reference, and (z) the provisions of Section 12 hereof, Sublandlord shall not be exculpated to the extent of Sublandlord's gross negligence or willful misconduct. Notwithstanding anything to the contrary contained in this Sublease, under no circumstances whatsoever shall any present or future partner, member, stockholder, trustee, beneficiary, officer, director, employee or agent of Subtenant have any personal liability for the performance of Subtenant's obligations under this Sublease.

32. SNDA. Sublandlord represents that, to Sublandlord's actual knowledge as of the Effective Date, Sublandlord is not a party to any SNDA with respect to the Building or Land except for that certain Subordination, Non-Disturbance and Attornment Agreement dated September 19, 2019 by and between Sublandlord, as Tenant, and Wilmington Trust, National Association, as Trustee for the registered holders of LStar Commercial Mortgage Trust 2015-3,

Commercial Mortgage Pass-Through Certificates, Series 2015-3 (the "**Existing SNDA**"). Sublandlord shall not terminate the Existing SNDA. With respect to any Mortgage or Primary Lease entered into following the Effective Date of which Sublandlord has actual knowledge, Sublandlord shall use good faith commercially reasonable efforts to obtain non-disturbance protection under Article 12 of the Master Lease.

[Signatures Appear on the Following Page(s)]

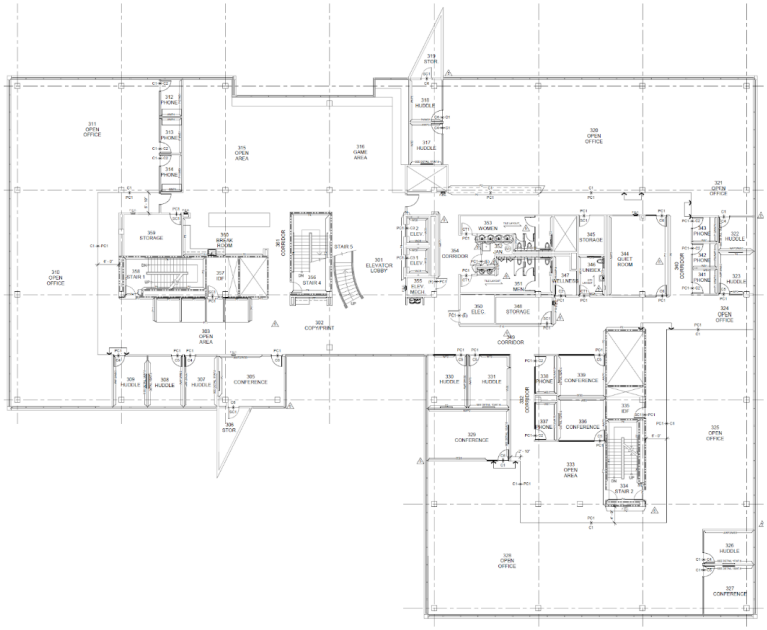
IN WITNESS WHEREOF, the parties hereto hereby execute this Sublease as of the Effective Date.

SUBLANDLORD:	ZUORA, INC., a Delaware corporation
By:	/s/ Todd McElhatton
Name:	Todd McElhatton
Title:	Chief Financial Officer
SUBTENANT:	CORCEPT THERAPEUTICS INCORPORATED, a Delaware corporation
By:	/s/ Joseph K. Belanoff
Name:	Joseph K. Belanoff, M.D.
Title:	Chief Executive Officer and President

EXHIBIT A

SUBLEASED PREMISES

Third (3rd) Floor



Fourth (4th) Floor

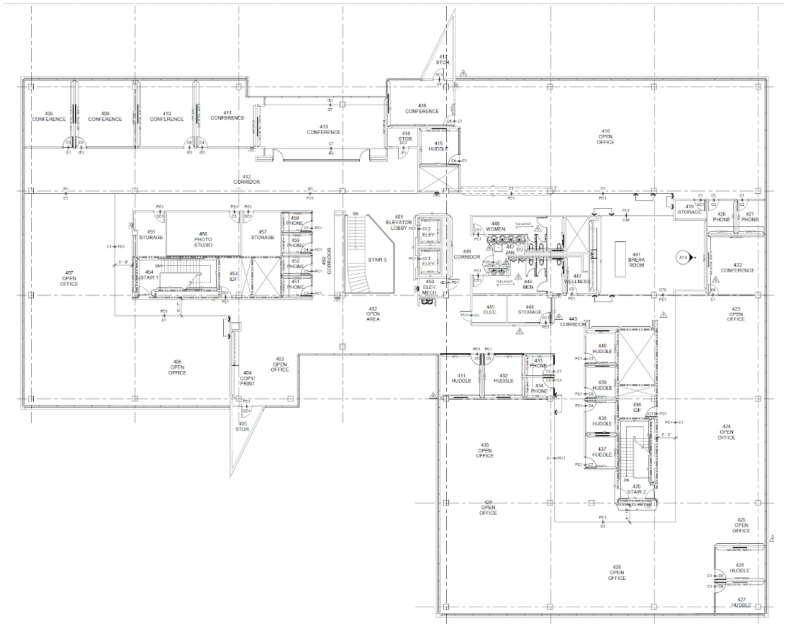
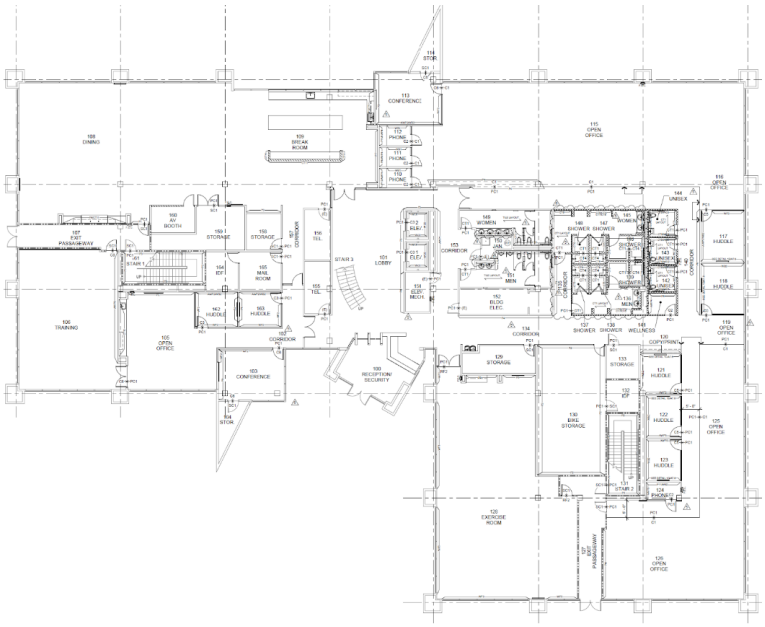


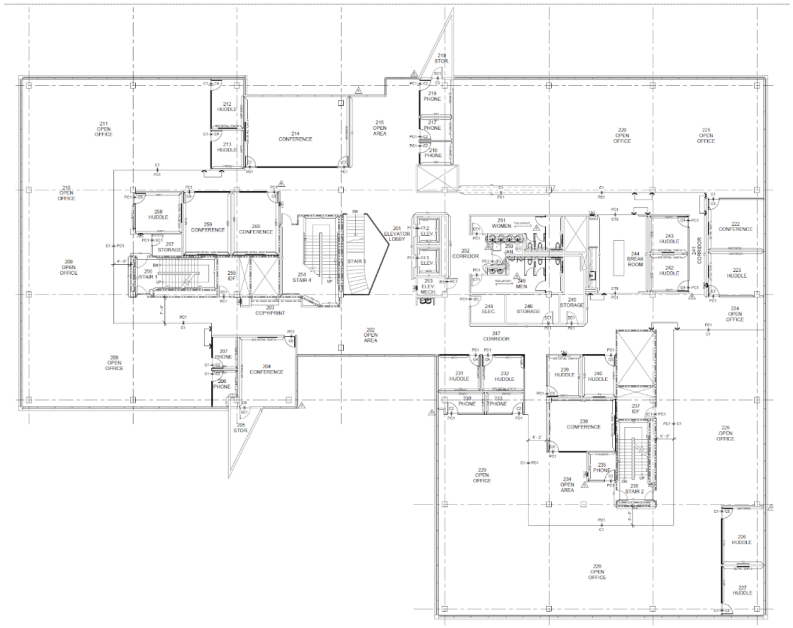
EXHIBIT A-1

EXPANSION SPACE

First (1st) Floor



Second (2nd) Floor



A-1-2

EXHIBIT B

FORM OF CONFIRMATION OF SUBLEASE COMMENCEMENT DATE

Confirmation of Sublease Commencement Date

This Confirmation of Sublease Commencement Date is executed as of _____, 2024. Reference is made to that certain Sublease dated as of _____ __, 2024, by and between **ZUORA, INC.**, a Delaware corporation, as Sublandlord, and **CORCEPT THERAPEUTICS INCORPORATED**, a Delaware corporation, as Subtenant, for 50,632 rentable square feet constituting the entire third (3rd) and fourth (4th) floors of the building located at 101 Redwood Shores Parkway, Redwood City, California. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Sublease.

In accordance with the terms and conditions of the above referenced Sublease, Subtenant and Sublandlord hereby acknowledge:

1. The Commencement Date is _____, 2024;
2. The Abatement Period is the period commencing as of _____, 2024 and expiring as of _____, 202___; and
3. The Expiration Date is June 30, 2030, subject to Section 2(b)(iii) of the Sublease.

IN WITNESS WHEREOF, the parties hereto hereby execute this Confirmation of Sublease Commencement Date as of the date set forth above.

SUBLANDLORD: ZUORA, INC.,

a Delaware corporation

By: _____
Print Name:
Title:

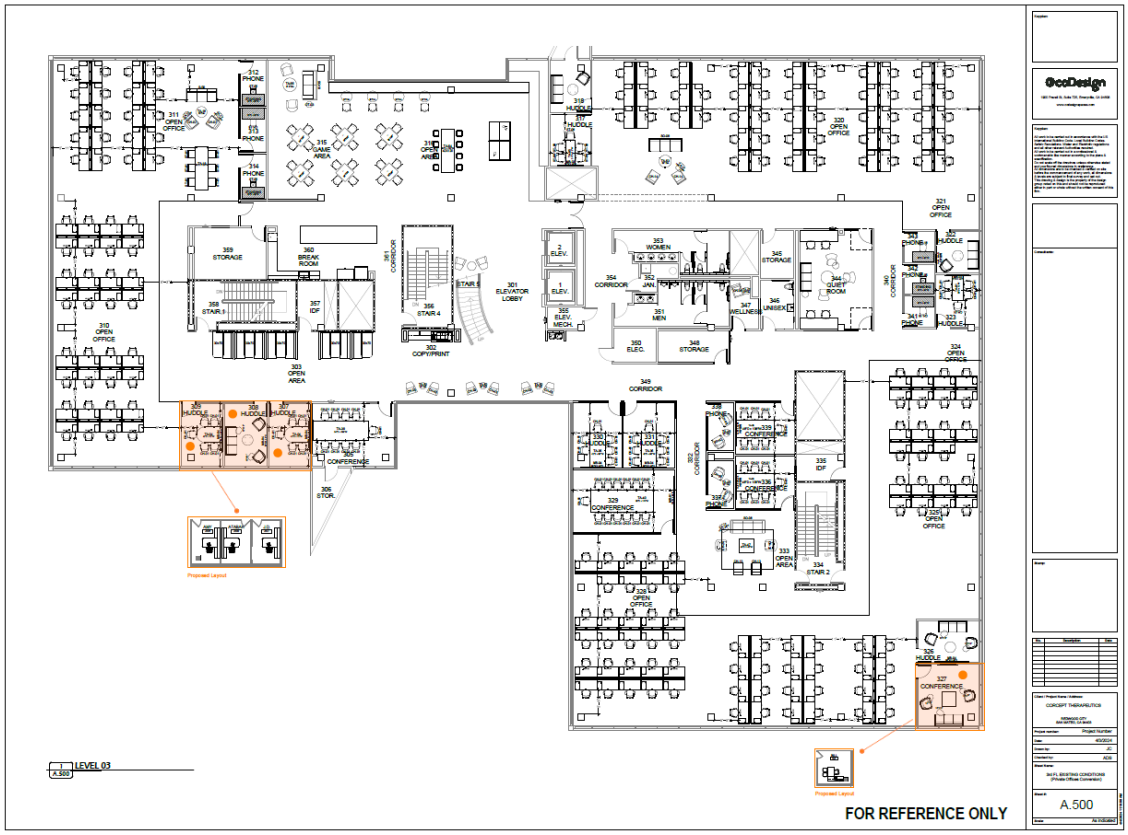
SUBTENANT: CORCEPT THERAPEUTICS

INCORPORATED,
a Delaware corporation

By: _____
Print Name:
Title:

EXHIBIT C-1

REMOVED FF&E



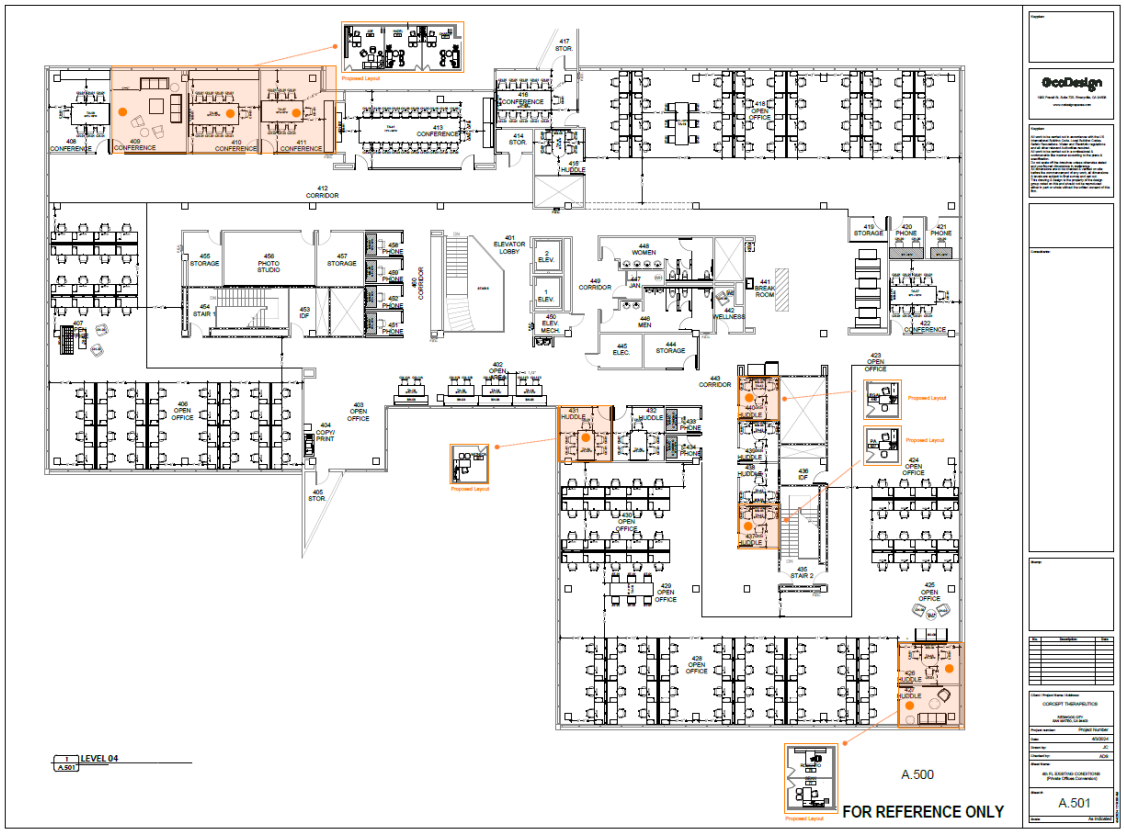

LEVEL 04
A.500
FOR REFERENCE ONLY
A.501

EXHIBIT C-2

REMAINING FF&E

Type	Total
Desks	347
Task Chairs	338
Pedestals	346
White Boards	52
Conference Table	25
Conference Chairs	144
Bar Stool (conf room)	7
Cafe Chair	35
Cafe Table	10
Side Coffee Table	34
Sofas	15
Lounge Chairs	48
Fridge	2
Booth Sofa	17
Table Booth	12
High Top Chairs	24
High Top Table	3
Mini Fridge	2
TVs	28
Cameras for VC	24
Projector	1
iPads	n/a
Storage racks	n/a
Metal / canvas wall prints	n/a
Data cables	n/a
Badge readers	n/a
Network racks	n/a
Small trans cans	n/a

EXHIBIT D

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

ISSUE DATE: _____

ISSUING BANK:
FIRST-CITIZENS BANK & TRUST COMPANY
3003 TASMAN DRIVE
2ND FLOOR, MAIL SORT HF210
SANTA CLARA, CALIFORNIA 95054

BENEFICIARY:
ZUORA, INC.
101 REDWOOD SHORES PARKWAY, 2ND FLOOR
REDWOOD CITY, CALIFORNIA 94065
ATTENTION: LEGAL DEPARTMENT

APPLICANT:
CORCEPT THERAPEUTICS INCORPORATED
149 COMMONWEALTH DRIVE
MENLO PARK, CALIFORNIA 94025
ATTENTION: LEGAL DEPARTMENT

AMOUNT: US$1,000,000.00 (ONE MILLION AND 00/100 U.S. DOLLARS)

EXPIRATION DATE: _____ (ONE YEAR FROM ISSUE DATE)

OR ANY EXTENDED DATE AS HEREINAFTER PROVIDED FOR.

PLACE OF EXPIRATION: ISSUING BANK'S COUNTERS AT ITS ABOVE ADDRESS

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF_____ IN YOUR FAVOR AVAILABLE BY PAYMENT AGAINST YOUR PRESENTATION TO US, AT THE BANK'S OFFICE (AS DEFINED BELOW), OF THE FOLLOWING DOCUMENT:

BENEFICIARY'S SIGNED AND DATED STATEMENT STATING AS FOLLOWS:

"BENEFICIARY IS ENTITLED TO DRAW UNDER THIS LETTER OF CREDIT UNDER THE TERMS OF THAT CERTAIN SUBLEASE DATED AS OF APRIL ___, 2024, BETWEEN BENEFICIARY, AS SUBLANDLORD, AND APPLICANT, AS SUBTENANT (AS SUCH SUBLEASE MAY BE AMENDED, RESTATED OR REPLACED). THE AMOUNT HEREBY DRAWN UNDER THE LETTER OF CREDIT _____ IS US$_____, WITH PAYMENT TO BE MADE TO THE FOLLOWING ACCOUNT: [INSERT WIRE INSTRUCTIONS (TO INCLUDE NAME AND ACCOUNT NUMBER OF THE BENEFICIARY)]."

PARTIAL DRAWS AND MULTIPLE PRESENTATIONS ARE ALLOWED.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR ADDITIONAL PERIODS OF ONE YEAR, WITHOUT AMENDMENT, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE SEND TO YOU A NOTICE BY OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS (OR ANY OTHER ADDRESS INDICATED BY YOU, IN A WRITTEN NOTICE TO US THE RECEIPT OF WHICH WE HAVE ACKNOWLEDGED, AS THE ADDRESS TO WHICH WE SHOULD SEND SUCH NOTICE) THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE THEN CURRENT EXPIRATION DATE. A COPY OF ANY SUCH NOTICE WILL BE SIMULTANEOUSLY SENT, IN THE SAME MANNER, TO SHARTSIS FRIESE LLP, 425 MARKET STREET, 11TH FLOOR, SAN FRANCISCO, CALIFORNIA 94105, ATTENTION: JONATHAN KENNEDY/TESS BRANDWEIN (UNLESS THIS LETTER OF CREDIT HAS BEEN TRANSFERRED). HOWEVER, LACK OF RECEIPT OF SUCH COPY SHALL NOT INVALIDATE OUR NON-EXTENSION NOTICE TO THE BENEFICIARY. IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND SEPTEMBER 30, 2030. IN THE EVENT WE SEND SUCH NOTICE OF NON-EXTENSION, YOU MAY DRAW HEREUNDER BY YOUR PRESENTATION TO US OF YOUR SIGNED AND DATED STATEMENT STATING THAT YOU HAVE RECEIVED A NON-EXTENSION NOTICE FROM US IN RESPECT OF LETTER OF CREDIT NO. SVBSF _____, YOU ARE DRAWING ON SUCH LETTER OF CREDIT FOR US$_____, AND YOU HAVE NOT RECEIVED A REPLACEMENT LETTER OF CREDIT ACCEPTABLE TO YOU.

EXCEPT AS SET FORTH BELOW, ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE REQUIRED DOCUMENTS ON A BUSINESS DAY AT OUR OFFICE (THE "BANK'S OFFICE") BY HAND DELIVERY OR OVERNIGHT COURIER SERVICE AT: FIRST-CITIZENS BANK & TRUST COMPANY, 3003 TASMAN DRIVE, MAIL SORT HF 210, SANTA CLARA, CA 95054, ATTENTION: GLOBAL TRADE FINANCE. AS USED IN THIS LETTER OF CREDIT, "BUSINESS DAY" SHALL MEAN ANY DAY OTHER THAN A SATURDAY, SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF CALIFORNIA ARE AUTHORIZED OR REQUIRED BY LAW TO CLOSE.

NOTWITHSTANDING THE FOREGOING, FACSIMILE PRESENTATIONS ARE ALSO PERMITTED. EACH FACSIMILE TRANSMISSION SHALL BE MADE AT: [**] OR [**]; AND UNDER CONTEMPORANEOUS TELEPHONE ADVICE TO: [**] OR [**], FIRST-CITIZENS BANK

& TRUST COMPANY, ATTENTION: GLOBAL TRADE FINANCE. ABSENCE OF THE AFORESAID TELEPHONE ADVICE SHALL NOT AFFECT OUR OBLIGATION TO HONOR ANY DRAW REQUEST. IF PRESENTED BY FAX, DOCUMENTS MAY, BUT ARE NOT REQUIRED, TO BE SENT BY COURIER. FACSIMILE RECEIPT IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DEEMED EVIDENCE OF SUBMISSION. PAYMENT SHOULD BE MADE TO BENEFICIARY UPON COMPLIANCE PRESENTATION.

THIS LETTER OF CREDIT IS TRANSFERABLE ONE OR MORE TIMES IN WHOLE BUT NOT IN PART ONE OR MORE TIMES, BUT IN EACH INSTANCE ONLY TO A SINGLE BENEFICIARY AS TRANSFEREE AND FOR THE THEN AVAILABLE AMOUNT, ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE WOULD BE IN COMPLIANCE WITH THEN APPLICABLE LAW AND REGULATION, INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE U.S. DEPARTMENT OF TREASURY AND U.S. DEPARTMENT OF COMMERCE. AT THE TIME OF TRANSFER, THE ORIGINAL LETTER OF CREDIT AND ORIGINALS OR COPIES OF ALL AMENDMENTS, IF ANY, TO THIS LETTER OF CREDIT MUST BE SURRENDERED TO US AT OUR ADDRESS INDICATED IN THIS LETTER OF CREDIT TOGETHER WITH OUR TRANSFER FORM ATTACHED HERETO AS EXHIBIT A SIGNED; PROVIDED THAT THE CORRECTNESS OF THE SIGNATURE AND TITLE OF THE PERSON SIGNING THE TRANSFER FORM NEED NOT BE VERIFIED BY BENEFICIARY'S BANK, PROVIDED FURTHER THAT IN LIEU OF ANY BANK AUTHENTICATION, BENEFICIARY MAY PROVIDE TO THE ISSUING BANK ALTERNATIVE DOCUMENTATION TO EVIDENCE THE SIGNER'S AUTHORITY TO EXECUTE THE TRANSFER INSTRUMENT ON BEHALF OF BENEFICIARY, SUCH AS AN INCUMBENCY CERTIFICATE OR OTHER DOCUMENTATION AS MAY BE REASONABLY SATISFACTORY TO THE ISSUING BANK. BENEFICIARY SHALL PAY OUR TRANSFER FEE OF ¼ OF 1% OF THE TRANSFER AMOUNT (MINIMUM US$250.00) UNDER THIS LETTER OF CREDIT. EACH TRANSFER SHALL BE EVIDENCED BY EITHER (1) OUR ENDORSEMENT ON THE REVERSE OF THE LETTER OF CREDIT AND WE SHALL FORWARD THE ORIGINAL OF THE LETTER OF CREDIT SO ENDORSED TO THE TRANSFEREE OR (2) OUR ISSUING A REPLACEMENT LETTER OF CREDIT TO THE TRANSFEREE ON SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE TRANSFERRED LETTER OF CREDIT (IN WHICH EVENT THE TRANSFERRED LETTER OF CREDIT SHALL HAVE NO FURTHER EFFECT).

WE HEREBY AGREE WITH THE BENEFICIARY THAT DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED WITHIN TWO (2) BUSINESS DAYS AFTER DUE PRESENTATION TO US ON OR BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S. REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT

NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

FIRST-CITIZENS BANK & TRUST COMPANY

_____
AUTHORIZED SIGNATURE

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

EXHIBIT A

TRANSFER FORM

Date:

TO: FIRST-CITIZENS BANK & TRUST COMPANY
3003 TASMAN DRIVE
SANTA CLARA, CA 95054
ATTN: GLOBAL TRADE FINANCE
STANDBY LETTERS OF CREDIT

RE: IRREVOCABLE STANDBY LETTER OF CREDIT
NO. _____ ISSUED BY
FIRST-CITIZENS BANK & TRUST COMPANY, SANTA CLARA
L/C AMOUNT: _____

LADIES AND GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

_____
(NAME OF TRANSFEREE)

_____
(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS SHOWN ABOVE AS OF THE DATE OF THIS TRANSFER.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE. TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HEREWITH (IF YOU HAVE FURNISHED SUCH ORIGINAL TO US AND YOU SO REQUEST DELIVERY THEREOF), AND WE ASK YOU TO EITHER (1) ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER, OR (2) ISSUE A REPLACEMENT LETTER OF CREDIT TO THE TRANSFEREE ON SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE TRANSFERRED LETTER OF CREDIT (IN WHICH EVENT THE TRANSFERRED LETTER OF CREDIT SHALL HAVE NO FURTHER EFFECT).

THE WORDS "EXECUTION," "SIGNED," "SIGNATURE" AND WORDS OF LIKE IMPORT IN THIS TRANSFER FORM SHALL BE DEEMED TO INCLUDE ELECTRONIC SIGNATURES, INCLUDING ANY ELECTRONIC SIGNATURE AS DEFINED IN THE ELECTRONIC TRANSACTIONS LAW (2003 REVISION) OF THE CAYMAN ISLANDS (THE "CAYMAN ISLANDS ELECTRONIC SIGNATURE LAW"), OR THE KEEPING OF RECORDS IN ELECTRONIC FORM, INCLUDING ANY ELECTRONIC RECORD, AS DEFINED IN CAYMAN ISLANDS ELECTRONIC SIGNATURE LAW, 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 OR THE CAYMAN ISLANDS ELECTRONIC SIGNATURE LAW; PROVIDED, HOWEVER THAT SECTIONS 8 AND 19(3) OF THE CAYMAN ISLANDS ELECTRONIC SIGNATURE LAW SHALL NOT APPLY TO THIS TRANSFER FORM OR THE EXECUTION OR DELIVERY THEREOF.

[Signature page follows]

Beneficiary has executed this Transfer Form by its duly authorized representative(s) on the date first set forth above and this Transfer Form shall be deemed to be effective as of such date.

BENEFICIARY:

By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

(Complete either "Signature Authenticated" or "Certificate of Authority")

SIGNATURE AUTHENTICATED

The signature(s) of Beneficiary conforms to that on file with us in the Signature Specimen Card of the Beneficiary for Loans and Guarantee.

_____
(Name of bank)

By:_____
(Authorized Signature) *

_____
(Title)

_____
(Telephone Number)

_____
(Address of bank)

* VERIFICATION OF BENEFICIARY'S SIGNATURE(S) BY A NOTARY PUBLIC IS UNACCEPTABLE.

CERTIFICATE OF AUTHORITY

The undersigned hereby certifies that:

1. The undersigned is either a director, managing member, manager or officer of Beneficiary or its general partner (or the general partner of the general partner, and so on, if applicable), holding the title set forth below;
2. The undersigned is duly authorized to provide this Certificate of Authority on behalf of Beneficiary;
3. Each person named above is presently a duly elected and qualified officer of Beneficiary holding the office set forth below such person's name;
4. The signature appearing above such person's name is the true and genuine signature of such person; and
5. Such person is duly authorized to enter into, execute and deliver on behalf of Beneficiary this Transfer Form, the Standby L/C or any other document related thereto.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of Beneficiary as of the date first set forth above.

##By:_____
Name:_____
Title: _____

THE PERSON SIGNING THE CERTIFICATE OF AUTHORITY MUST BE A DIFFERENT PERSON THAN THE ONE(S) SIGNING THE TRANSFER FORM.

EXHIBIT E

JANITORIAL SPECIFICATIONS

Janitorial Responsibilities (Monday - Friday, starting after 6pm)			
Common Areas	**Service Frequency**		
Service Description	**Daily**	**Weekly**	**Quarterly**
General Areas			
Collect trash and recycling and change liners	As needed		
Collect and recycle cardboard			
Vacuum carpets	1		
Sweep and mop kitchens	1		
Sweep and mop general areas		1	
Spot clean carpet where needed		1	
Arrange chairs to default placement	1		
Remove cobwebs			1
shelves		1	
Spot clean interior conference room glass windows and doors		1	
Dust baseboards			1
Clean fingerprints from doors	1		
Detail vacuum all overhead air vents			1
Shampoo carpets (Upon Request)			
Vacuum and clean elevators	1		
Sweep stairwells	1		
Patio			
Remove all trash	1		
Sweep the patio floor		1	
Clean any furniture	1		
Rest Rooms			
Remove trash and replace liners	1		
Clean and sanitize toilets and urinals	1		
Restock paper towels, toilet paper and soap	1		
Wipe down mirrors and countertops	1		
Clean, sanitize and polish fittings	1		
Sweep and mop floors	1		
Clean and sanitize walls and partitions		1	
Wipe down fingerprints from doors	1		
Flush floor drains with hot water & enzyme counteracting solution to		1	
Clean shower stalls	1		
Clean shower floors	1		
Replace shower towels	1		
Detail vacuum all overhead air vents			1
Break Rooms / Cafeteria			
Clean counters and sink area	1		
Clean microwaves inside and out	1		
Replenish paper towels and napkins	1		
Sweep and mop floors	1		
Remove trash, recycling and compost and replace with plastic liners	1		
Arrange chairs	1		
Clean under vending machines		1	
Dust on top of vending machines		1	
Dust on top of refrigerator		1	
Clean inside of all appliances		1	
Clean and sort employee refrigerator		1	
Gym			
Restock towels	1		
Wipe down machines	1		
Sweep and mop floors	1		

EXHIBIT F

BUILDING SECURITY SPECIFICATIONS

[Attached]

[**]

EXHIBIT G

MASTER LEASE

[Attached]

LEASE AGREEMENT

BETWEEN

101 REDWOOD SHORES LLC,

AS LANDLORD,

AND

ZUORA, INC.,

AS TENANT

DATED

March 19, 2019

TABLE OF CONTENTS

List of Exhibits

All exhibits and attachments attached hereto are incorporated herein by this reference. The following exhibits are attached to and made a part of this Lease:

BASIC LEASE INFORMATION

This Basic Lease Information is attached to and incorporated by reference to a Lease Agreement between Landlord and Tenant, as defined below.

Landlord:	101 REDWOOD SHORES LLC, a Delaware limited liability company
Tenant:	ZUORA, INC., a Delaware corporation
Premises:	An area comprising the entire rentable square feet of the building commonly known as 101 Redwood Shores Parkway, Redwood City, CA 94065 (the "Building"), which Building and Premises contains approximately 100,328 rentable square feet ("RSF") in the aggregate, as depicted on Exhibit A.
Land:	The land on which the Building is located as described in **Exhibit B**.
Project:	The Building, the Land and the driveways, parking facilities, and similar improvements and easements associated with the Building, Land and the operation thereof.
Complex:	The Project and other buildings which comprise Shores Business Center, a multi-building complex, subject to the conditions, covenants and restrictions as administered by owners' associations applicable to the Project.
Term:	One hundred twenty-seven (127) months, commencing on the first day of the month following the Commencement Date with respect to the full Premises (unless such Commencement Date is on the first day of the month, in which case the Term shall commence on the Commencement Date) and ending at 5:00 p.m. local time on the last day of the 127th full calendar month of the Term, subject to adjustment and earlier termination as provided in the Lease.

Commencement Date:	The earliest of: (a) January 1, 2020 (the "**Outside Commencement Date**") for the full Premises; or (b) with respect to any floor comprising the Premises, occupancy of any part of such floor by Tenant for Tenant's business purposes. The Outside Commencement Date will be delayed on a day-for-day basis for each day Tenant's completion of the Tenant Improvements (defined in **Exhibit D**) is delayed due to Landlord Delay (defined in **Exhibit D**).
Estimated Delivery Date	August 1, 2019
Tenant Improvement Allowance:	Pursuant to the terms attached hereto as Exhibit D, Landlord shall provide a Tenant Improvement Allowance in the amount of $100.00 per RSF, for a total of $10,032,800.00.

Base Rent:

Lease Month	Annual Base Rent	Monthly Base Rent	Monthly Rental Rate Per RSF
1 – 12#	$5,357,520	$446,460	$4.45
13 - 24	$5,518,248	$459,854	$4.58
25 - 36	$5,683,800	$473,650	$4.72
37 - 48	$5,854,320	$487,860	$4.86
49 - 60	$6,029,952	$502,496	$5.01
61 - 72	$6,210,852	$517,571	$5.16
73 - 84	$6,397,176	$533,098	$5.31
85 - 96	$6,589,092	$549,091	$5.47
97 - 108	$6,786,768	$565,564	$5.64
109 - 120	$6,990,372	$582,531	$5.81
121 - 127	$7,200,084	$600,007	$5.98

Monthly Base Rent shall be abated for the sixth (6th) through and including the twelfth (12th) Lease Month of the Term for each floor comprising the Premises pursuant to Section 4(b) of the Lease (however, such abatement will not exceed the aggregate the amount of $3,125,220.00).

If Tenant occupies a portion, but not all of Premises prior to the Commencement Date with respect to the full Premises, then the Base Rent payable for such portion (allocated on a “per floor” basis) shall be payable from and after such occupancy based upon the rentable area on such floor(s) until the Commencement Date with respect to the entire Premises, at which point the Base Rent table set forth above will become effective with respect to the entire Premises.

	As used herein, the term "**Lease Month**" shall mean each calendar month during the Term following the Commencement Date for the full Premises (and if the Commencement Date does not occur on the first (1st) day of a calendar month, the period from the Commencement Date to the first (1st) day of the next calendar month shall be included in the first (1st) Lease Month for purposes of determining the duration of the Term and the monthly Base Rent rate applicable for such partial month).
Letter of Credit:	$3,000,000 (the amount of the Letter of Credit shall be subject to reduction as provided in Section 6).
Additional Rent:	Tenant shall pay all costs of Common Area Maintenance Costs, Utilities, Taxes, and Insurance for the Project, pursuant to Exhibit C.
Tenant's Proportionate Share:	100% of the Project.
Permitted Use:	General office and administrative use consistent with a Class A Office Building.
Building Improvements:	Tenant accepts the Project in its current "**AS-IS**" condition, except that Landlord shall provide a Tenant Improvement Allowance under the terms and conditions as set forth in the Work Letter attached hereto as **Exhibit D** (the "**Work Letter**"). Landlord shall reasonably consent to Tenant's construction of features and amenities which are typical for the use of the Building as a technology company headquarters, such as showers, fitness rooms, kitchens, the exterior installation of electronic vehicle charging stations, the installation of Building-top identification signage, outdoor seating and for an additional external door to the Building and other uses as may be described in the Conceptual Plan attached to this Lease as **Exhibit K**, it being acknowledged that said conceptual plans are not Tenant's Working Drawings for the purposes of **Exhibit D**, but represent the type of uses which Landlord and Tenant have agreed would be permissible for the Premises. Additionally, Landlord, at Landlord's sole cost, will, prior to the Commencement Date, construct the Additional Landlord Improvements described in Section 7 of the Work Letter.

Parking:	Tenant may use the Project's parking area at no cost to Tenant.
Minimum Insurance:	Commercial General Liability Insurance with limits of not less than $1,000,000 each occurrence and $2,000,000 aggregate; Commercial Auto Liability Insurance with not less than $1,000,000 combined single limit; Commercial Property Insurance on a replacement cost basis for Tenant's personal property, fixtures, equipment and tenant improvements; Umbrella or Excess Liability Insurance with limits of not less than $15,000,000 each occurrence and $15,000,000 aggregate; Workers Compensation Insurance of not less than $1,000,000; and Employer's Liability Insurance with limits of not less than $1,000,000 per accident.
Renewal Options:	Tenant may renew this Lease for one (1) additional period of seven (7) years, by delivering written notice of the exercise thereof to Landlord not earlier than fifteen (15) months nor later than twelve (12) months before the expiration of the then-current Term, as further set forth in Exhibit H.

Broker/Agent:	For Tenant: JLL, Inc. For Landlord: Newmark Knight Frank, Inc.
Tenant's Address for Notices prior to Commencement Date:	Zuora, Inc. 3050 S Delaware St #301 San Mateo, CA 94403 Attention: Legal Department Email: [**]
Tenant's Address for Notices after Commencement Date:	Zuora, Inc. 101 Redwood Shores Parkway Redwood City, CA 94065 Attention: Legal Department Email: [**]
Landlord's Address for Notices:	101 REDWOOD SHORES LLC c/o Diamond Investment Properties, Inc. 2000 Sierra Point Parkway, Suite 100 Brisbane, California 94005 Attention: [**] Telephone: [**] Email: [**] Additional copy to: Kent Mitchell, Esq. Of Counsel with Jorgenson, Siegel, McClure & Flegel, LLP 1100 Alma Street, Suite 210 Menlo Park, CA 94025 Telephone: [**] Email: [**]
Rent Payment Address:	101 REDWOOD SHORES LLC c/o Diamond Investment Properties, Inc. 2000 Sierra Point Parkway, Suite 100 Brisbane, California 94005 Or wire funds to: Wells Fargo Bank, N.A. National Bank, San Francisco, CA ABA Routing #: ### ### ### Account #: ########## Credit: 101 Redwood Shores Parkway

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

LEASE AGREEMENT

This Lease Agreement (this **"Lease"**) is entered into as of March __, 2019 (the **"Effective Date"**), between 101 REDWOOD SHORES LLC, a Delaware limited liability company (**"Landlord"**), and ZUORA, INC., a Delaware corporation (**"Tenant"**).

1. **Definitions and Basic Provisions.** The definitions and basic provisions set forth in the Basic Lease Information (the **"Basic Lease Information"**) executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes. If any conflict exists between any Basic Lease Information and this Lease, then this Lease shall control. Additionally, the following terms shall have the following meanings when used in this Lease: **"Affiliate"** means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question (as used herein, the term "control" shall mean the possession, direct or indirect, of not less than a majority of the voting rights attributable to the shares of a party and a majority of the outstanding capital stock of a party, or the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting shares, by contract or otherwise); **"Building's Structure"** means the Building's exterior walls, roof, elevator shafts (if any), footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams; **"Building's Systems"** means the Premises' and Building's HVAC, life-safety, plumbing, electrical, and mechanical systems; **"Business Day(s)"** means Monday through Friday of each week, exclusive of Holidays; **"Complex"** shall refer to the Shores Business Center and it's Owners Association; **"Holidays"** means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other nationally or regionally recognized holiday; **"including"** means including, without limitation; **"Land"** is the land on which the Building is located, as described on Exhibit B attached hereto; **"Laws"** means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Project, and **"Law"** shall mean any of the foregoing; **"Project"** shall collectively refer to the Building, the Land and the driveways, parking facilities, and similar improvements and easements associated with the foregoing or the operation thereof; **"Rent"** shall collectively refer to Base Rent, Additional Rent, Taxes, and Insurance (each as defined in Exhibit C hereto), and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease; "**Tenant's Off-Premises Equipment**" means any of Tenant's equipment or other property that may be located on or about the Project (other than inside the Premises); and "**Tenant Party**" means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors and employees.

2. **Lease Grant**. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises (as defined in the Basic Lease Information). The Premises are outlined on the plan attached to the Lease as Exhibit A.

3. **Tender of Possession; Square Footage of Premises**.

(a) **Tender of Possession**. Landlord shall deliver and Tenant shall accept possession of the Premises in its present AS-IS condition (provided that Landlord must complete all Additional Landlord Improvements listed in Section 7 of Exhibit D prior to December 1, 2019), broom clean and free of work materials, debris and any prior occupant's furniture or personal property ("**Delivery Condition**" and such delivery, "**Delivery**" and the date of actual Delivery, the "**Delivery Date**") within three (3) business days following request by Tenant, provided, however, that if Tenant has not so requested Delivery as of September 1, 2019 (the "**Outside Delivery Date**"), the Delivery Date will be deemed to occur on the Outside Delivery Date. The parties anticipate that Delivery Date will be the Anticipated Delivery Date set forth in the Basic Lease Information (but such date is an estimate only and will not bind Landlord or Tenant) the execution of the Lease. Tenant shall be deemed to have accepted the Premises in their AS-IS condition as of the Delivery Date. The "**Lease Commencement Date**" shall be established in accordance with the Basic Lease Information. Within ten (10) Business Days following the Commencement Date, Tenant shall execute and deliver to Landlord a letter substantially in the form of Exhibit F hereto confirming: (1) the Commencement Date (as defined in the Basic Lease Information) and the expiration date of the initial Term (as defined in the Basic Lease Information); (2) that Tenant has accepted the Premises in their Delivery Condition; and (3) that Landlord has performed all of its obligations with respect to the Premises; however, the failure of the parties to execute such letter shall not defer the Commencement Date or otherwise invalidate this Lease. Tenant's failure to execute such document within ten (10) days of receipt thereof from Landlord shall be deemed Tenant's agreement to the contents of such document. Any use of the Premises by Tenant prior to the Commencement Date shall be subject to all of the provisions of this Lease excepting only those requiring the payment of Rent. As used herein, "**Landlord Delay**" shall mean an actual delay in the performance of the Tenant Improvements resulting from the acts or omissions of Landlord (or Landlord's contractors, representatives, vendors, or employees) including, but not limited to (i) failure of Landlord to timely approve or disapprove any construction documents as required pursuant to this Lease; (ii) unreasonable and material interference by Landlord, its employees, agents, vendors, representatives or contractors with the completion of the Tenant Improvements (including the impairment of Tenant's contractors' or vendors' or employees' access to the Premises, failure to provide reasonable access to the Building's loading docks or other facilities necessary for the construction of the Tenant Improvements and/or the movement of materials and personnel to the Premises for such purpose), whether such failure is due to the competing needs of other tenants, or

Landlord, or otherwise; provided that it shall not be deemed unreasonable and material interference to the extent the allocation of such resources is equitable amongst the tenants needing to use such resources; and (iii) delays due to the acts or failures to act of Landlord, its employees, agents, vendors, representatives or contractors with respect to payment of the Tenant Improvement Allowance. Tenant will use reasonable efforts to mitigate the effects of any Landlord Delay through the re-sequencing or re-scheduling of work, if feasible, but this sentence will not be deemed to require Tenant to incur overtime or after-hours costs unless Landlord agrees in writing to bear such costs. If Tenant contends that a Landlord Delay has occurred, Tenant shall notify Landlord in writing (the "**Delay Notice**") of the event which constitutes Landlord Delay; such notice may, for the purposes of this Section 3(a) be via electronic mail to Landlord's construction representative described in Exhibit D attached hereto. If the actions or inactions or circumstances described in the Delay Notice are not cured by Landlord within two (2) business day after Landlord's receipt of the Delay Notice, then a Landlord Delay, as applicable, shall be deemed to have occurred commencing as of the expiration of the two (2) business day period.

(b) **Square Footage of Premises**. The rentable square footage of the Premises set forth in this Lease shall be deemed by Tenant to be the rentable square footage of the Premises for all purposes. In that regard, Tenant has been given an opportunity to measure the rentable square footage of the Premises prior to execution of this Lease and Tenant hereby waives any rights it may have following execution of this Lease to measure the Premises or claim that the rentable square footage of the Premises is other than as set forth in this Lease. In no event will the Premises be subject to re-measurement by either party during the Term.

4. Rent; Abatement of Rent.

(a) **Rent**. Tenant shall timely pay to Landlord Rent, including the amounts set forth in Exhibit C hereto, without notice, demand, deduction or set-off (except as otherwise expressly provided herein), by good and sufficient check drawn on a national banking association at Landlord's address provided for in this Lease or electronically via automatic debit or wire transfer to such account as Landlord designates in writing to Tenant, or as otherwise reasonably specified by Landlord. The obligations of Tenant to pay Base Rent (as defined in the Basic Lease Information) and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Base Rent shall be payable monthly in advance. The first (1st) monthly installment of Base Rent shall be payable contemporaneously with the execution of this Lease; thereafter, Base Rent shall be payable on the first (1st) day of each month beginning on the first (1st) day of the second (2nd) Lease Month. The monthly Base Rent for any partial calendar month at the beginning of the Term shall equal the product of 1/365 of the annual Base Rent in effect during the partial month and the number of days in the partial month, and shall be due on the

Commencement Date. Payments of Base Rent for any fractional calendar month at the end of the Term shall be similarly prorated. Tenant shall pay Additional Rent, Taxes and Insurance (each as defined in Exhibit C) at the same time and in the same manner as Base Rent.

(b) **Abatement of Rent**. Notwithstanding anything to the contrary contained herein and provided that no Monetary Event of Default (as defined in Section 17 below) on the part of Tenant exists, Landlord hereby agrees to abate Tenant's obligation to pay Tenant's monthly Base Rent (the "**Abated Rent**") for the period commencing with the sixth (6th) Lease Month and continuing through and including twelfth (12th) Lease Month of the initial Term (the "**Abatement Period**"), which total amount of Abated Rent is $3,125,220 (i.e., 7 months x $446,460 per month = $3,125,220). During the Abatement Period, Tenant shall remain responsible for the payment of all of its other monetary obligations under this Lease. If at any time during the Term a Monetary Event of Default by Tenant occurs and Landlord terminates this Lease as a consequence of such Monetary Event of Default, all Abated Rent that is unamortized as of the occurrence of the Event of Default (such amortization to be computed over the number of full calendar months in the Term of the Lease from and after the Abatement Period through the expiration of the Term of the Lease may be included by Landlord in Landlord's claim for termination damages, which shall not limit or affect any of Landlord's other remedies upon the occurrence of a Monetary Event of Default by Tenant, whether pursuant to this Lease or at law or in equity.

5. **Delinquent Payment; Handling Charges**. All past due payments required of Tenant hereunder shall bear interest from the date due until paid at the lesser of the "prime" rate as published in the Wall Street Journal plus three percent (3%) per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "**Default Rate**"); additionally, Landlord, in addition to all other rights and remedies available to it, may charge Tenant a fee equal to five percent (5%) of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest.

Notwithstanding the foregoing, the foregoing late charge shall be waived for the first such late payment of Rent or other charges during each twelve (12) month period for the Term of this Lease, provided, that, such payment is made within ten (10) days of notice of non-payment.

6. **Letter of Credit**. Tenant shall deliver to Landlord, no later than ten (10) Business Days following the Effective Date, a Letter of Credit (as hereinafter defined) in the amount specified in the Basic Lease Information, as

additional security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Lease. The Letter of Credit shall be in the form of a clean, irrevocable, non-documentary and unconditional letter of credit (the "**Letter of Credit**") issued by and drawable upon any commercial bank, trust company, national banking association or savings and loan association with offices for banking purposes in San Francisco, California (or which accepts draw requests via overnight courier and/or facsimile) and otherwise satisfactory to Landlord (the "**Issuing Bank**"), which has outstanding unsecured, uninsured and unguaranteed indebtedness, or shall have issued a letter of credit or other credit facility that constitutes the primary security for any outstanding indebtedness (which is otherwise uninsured and unguaranteed), that is then rated, without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation, "Aa" or better by Moody's Investors Service and "AA" or better by Standard & Poor's Rating Service, and has combined capital, surplus and undivided profits of not less than $2,000,000,000; Landlord hereby approves Silicon Valley Bank ("**SVB**") as the initial Issuing Bank and, in connection therewith, approves the form of SVB Letter of Credit attached hereto as Exhibit J. The Letter of Credit shall (a) name Landlord as beneficiary, (b) have a term of not less than one (1) year, (c) permit multiple drawings, (d) be fully transferable by Landlord without the payment of any fees or charges by Landlord, and (e) otherwise be in form and content reasonably satisfactory to Landlord. The Letter of Credit shall provide that it shall be deemed automatically renewed, without amendment, for consecutive periods of one year each thereafter during the Term (and in no event shall the Letter of Credit expire prior to the sixtieth (60th) day following the Expiration Date) unless the Issuing Bank sends duplicate notices (the "**Non-Renewal Notices**") to Landlord by certified mail, return receipt requested or via overnight courier (one of which shall be addressed "Attention, Chief Legal Officer" and the other of which shall be addressed "Attention, Chief Financial Officer"), not less than sixty (60) days next preceding the then expiration date of the Letter of Credit stating that the Issuing Bank has elected not to renew the Letter of Credit. The Issuing Bank shall agree with all drawers, endorsers and bona fide holders that drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored upon presentation to the Issuing Bank at an office location in San Francisco, California. The Letter of Credit shall be subject in all respects to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590.

Effective on each of the fourth (4th) anniversary and the seventh (7th) anniversary of the Commencement Date ("**Reduction Date**") and as long as the Reduction Conditions (as hereinafter defined) have been satisfied by Tenant, the amount of the Letter of Credit shall be reduced by $1,000,000.00. For purposes of this Section 6, the "Reduction Conditions" shall mean (a) no Monetary Event of Default has occurred under this Lease from the Commencement Date through and including the Reduction Date, (b) for the six (6) month period ending on the Reduction Date, Tenant is occupying at least fifty percent (50%) of the Premises, (c) Tenant's Non-GAAP Net Loss as of the

Reduction Date is less than it was on the Commencement Date, and (d) Tenant demonstrates to Landlord's reasonable satisfaction (i.e., Landlord's approval of same shall not be unreasonably withheld, conditioned or delayed) that Tenant has sufficient financial strength to meet its rental obligations under this Lease.

(a) Application of Security. If (a) an event of default by Tenant occurs in the payment or performance of any of the terms, covenants or conditions of this Lease, including the payment of Rent, or (b) Landlord receives a Non-Renewal Notice and Tenant fails to produce a replacement Letter of Credit on or before the date that is thirty (30) days prior to the scheduled date of expiration of the then-current Letter of Credit, Landlord shall have the right by sight draft to draw, at its election, all or a portion of the proceeds of the Letter of Credit and thereafter hold, use, apply, or retain the whole or any part of such proceeds, as the case may be, (x) to the extent required for the payment of any Rent or any other sum as to which Tenant is in default including (i) any sum which Landlord may expend or may be required to expend by reason of Tenant's Event of Default, and/or (ii) any damages to which Landlord is entitled pursuant to this Lease, whether such damages accrue before or after summary proceedings or other reentry by Landlord, and/or (y) as a cash security deposit, unless and until, in the case of clause (c) above, Tenant delivers to Landlord a substitute Letter of Credit which meets the requirements of this Section 6. If Landlord applies or retains any part of the proceeds of the Letter of Credit, or cash security, Tenant, upon demand, shall deposit with Landlord the amount so applied or retained (or shall provide Landlord with a replacement Letter of Credit in the applicable amount, or an amendment to the then-current Letter of Credit reinstating the face amount of the Letter of Credit to the then-applicable required amount) so that Landlord shall have the full amount thereof on hand at all times during the Term. If no Event of Default on the part of Tenant then exists, the Letter of Credit or cash security, as the case may be, shall be returned to Tenant not later than sixty (60) days after the Expiration Date of the Lease and after delivery

of possession of the Premises to Landlord in the manner required by this Lease. Without limiting the foregoing rights of Landlord, Tenant further agrees that Landlord may hold and draw upon the Letter of Credit and any proceeds thereof as security for future Rent damages or other future sums or costs which Tenant is obligated to pay and in that connection Tenant waives all rights, if any, under California Civil Code Section 1950.7 to the contrary.

(b) Transfer. Upon a sale or other transfer of the Building, or any financing of Landlord's interest therein, Landlord shall have the right to transfer the Letter of Credit or the cash security to its transferee or lender. With respect to the Letter of Credit, within five (5) days after notice of such transfer or financing, Tenant, at its sole cost, shall, at Landlord's request, have the Letter of Credit reissued in the name of the new landlord or the lender (and, in connection therewith, Landlord agrees to execute and deliver such correspondence as the Issuing Bank may require

in order to facilitate such reissuance). Upon such transfer, Tenant shall look solely to the new landlord or lender for the return of the Letter of Credit or such cash security and the provisions hereof shall apply to every transfer or assignment made of the Letter of Credit or such cash security to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the Letter of Credit or such cash security and neither Landlord nor its successors or assigns shall be bound by any such action or attempted assignment, or encumbrance.

7. Services; Utilities; Common Areas.

(a) **Services**. Other than Landlord's maintenance obligations expressly set forth in this Lease, Landlord shall not be obligated to provide any services to Tenant.

(b) **Utility Use**. Tenant shall reimburse Landlord for all Utilities pursuant to Exhibit C, or at Tenant's election Tenant shall obtain all water, electricity, sewerage, gas, telephone and other utilities for the Premises directly from the public utility company furnishing same. Any meters required in connection therewith shall be installed at Tenant's sole cost. Tenant shall pay all utility deposits and fees, and all monthly service charges for water, electricity, sewage, gas, telephone and any other utility services furnished to the Premises during the Term of this Lease. Tenant shall not install any equipment which exceeds or overloads the capacity of the utility facilities serving the Premises. If Tenant uses heat or air conditioning systems in excess of seventy five (75) hours per calendar week in any calendar year for a number of weeks which in the aggregate exceed over twenty-five percent (25%) of the weeks in such calendar year, Tenant shall pay to Landlord, upon billing, the cost of the increased wear and tear on existing equipment (including without limitation, the accelerated depreciation thereof) caused by such excess consumption as reasonably determined by Landlord. Amounts payable by Tenant to Landlord for such excess use of heat or air conditioning systems shall be deemed Additional Rent hereunder and shall be billed on a monthly basis.

(c) **Common Areas**. The term "**Common Area**" is defined for all purposes of this Lease as that part of the Project intended for the common use of all tenants, including among other facilities, parking areas, private streets and alleys, landscaping, curbs, loading areas, sidewalks, lighting facilities, drinking fountains, meeting rooms, public toilets, and the like, but excluding: (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time, as well as any space in the Building, it being acknowledged that as the Premises consists of the entire Building, there are no Common Areas in the Building; (ii) streets and alleys maintained by a public authority; and (iii) areas leased to a single-purpose user where access is restricted. In addition, although the roof of the Building is not literally part of the Common Area, it will be deemed

to be so included for purposes of: (x) Landlord's ability to prescribe rules and regulations regarding same; and (y) its inclusion for purposes of Common Area Maintenance reimbursements. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Project, so long as Tenant's access to and use of the Premises and the parking facilities is not materially adversely affected thereby. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the right to use the parking spaces serving the Building as constituted from time to time, such use to be in common with Landlord only (i.e., no third parties will have rights to such parking spaces) and subject to rights of governmental authorities, easements, other restrictions of record, and such reasonable rules and regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

(i) As Tenant is entitled to use all of the parking spaces in the parking lot serving the Building, if any automobile or other vehicle owned by Tenant or any of its employees, its subtenants, its licensees or its concessionaires, or their employees, shall at any time be parked in any part of the Project other than the parking lot serving the Building, Landlord may have such vehicle towed at the cost of the owner of same. Tenant shall have the right to construct electric vehicle charging stations in the parking lot.

(ii) Tenant shall not solicit business within the Common Area nor take any action which would interfere with the rights of other persons to use the Common Area.

(iii) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights, so long as access to and use of the Premises is not materially adversely affected thereby. Except in the case of emergency, Landlord will provide reasonable advance written notice to Tenant of any such temporary closing of all or any portion of the parking facilities.

(iv) Subject to Tenant's rights set forth in Section 24(s) below, with regard to the roof of the Building, use of the roof is reserved to Landlord, or if Tenant demonstrates to Landlord's reasonable satisfaction a need to use same, to Tenant after receiving prior written consent from Landlord, not to be unreasonably withheld.

8. **Alterations; Repairs; Maintenance; Signs**.

(a) **Alterations**. Tenant shall not make any alterations, additions or improvements to the Premises (collectively, the "**Alterations**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Premises and as described in the second (2nd) grammatical paragraph of this Section 8(a); however the parties agree that in any event it shall be reasonable for Landlord to deny consent to removal of the stairways within the Building. Except as set forth in the immediately preceding sentence and in the second grammatical paragraph of this Section 8(a), Tenant shall furnish complete plans and specifications to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, at the time it requests Landlord's consent to any Alterations if the desired Alterations: (i) will affect the Building's Systems or Building's Structure; or (ii) will require the filing of plans and specifications with any governmental or quasi-governmental agency or authority; or (iii) will require a building permit or other federal, state, county or local approvals with respect thereto; or (iv) will cost in excess of One Hundred Thousand Dollars ($100,000.00). Subsequent to obtaining Landlord's consent and prior to commencement of the Alterations, Tenant shall deliver to Landlord any building permit required by applicable Law and a copy of the executed construction contract(s). Tenant shall reimburse Landlord within thirty (30) days after the rendition of a bill for all of Landlord's reasonable out-of-pocket costs incurred in connection with any Alterations, including all management, engineering, outside consulting, and construction fees incurred by or on behalf of Landlord for the review and approval of Tenant's plans and specifications and for the monitoring of construction of the Alterations, together with a supervision coordination fee to Landlord in an amount equal to the product of (i) two percent (2%) and (ii) the so-called "hard" costs of the Alterations. If Landlord consents to the making of any Alteration, such Alteration shall be made by Tenant at Tenant's sole cost and expense by contractors and subcontractors approved in writing by Landlord in accordance with Section 8(b)(iii), which approval shall not unreasonably be withheld, conditioned or delayed. If the Alterations which Tenant causes to be constructed result in Landlord being required to make any alterations and/or improvements to other portions of the Project in order to comply with any applicable Laws, then Tenant shall reimburse Landlord upon demand for all costs and expenses incurred by Landlord in making such alterations and/or improvements. Any Alterations made by Tenant shall become the property of Landlord upon installation and shall remain on and be surrendered with the Premises upon the expiration or sooner termination of this Lease, except Tenant shall upon demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence (but in any event not later than ten (10) days after the expiration or earlier termination of the Lease) remove all or any portion of any Specialty Alterations (defined below) made by Tenant which are designated by

Landlord to be removed and repair and restore the Premises in a good and workmanlike manner to their original condition, reasonable wear and tear and casualty not required to be repaired by Tenant excepted. Notwithstanding the foregoing, upon Tenant's request at the time it seeks Landlord's consent to an Alteration, Landlord agrees to indicate in writing whether it will require any such Alteration which constitutes a Specialty Alteration to be removed upon the expiration or earlier termination of the Lease. As used herein, a "**Specialty Alteration**" is any Alteration that is not a normal and customary general office improvement including, but not limited to improvements which (i) perforate, penetrate or require reinforcement of a floor slab (including, without limitation, interior stairwells or high-density filing or racking systems), (ii) consist of the installation of a raised flooring system, (iii) consist of the installation of a vault or other similar device or system intended to secure the Premises or a portion thereof in a manner that exceeds the level of security necessary for ordinary office space, (iv) involve material plumbing connections (such as, for example but not by way of limitation, kitchens, saunas, showers, and executive bathrooms outside of the Building core and/or special fire safety systems), (v) consist of the dedication of any material portion of the Premises to non-office usage (such as classrooms, bicycle storage rooms, or "cooking" kitchens), (vi) can be seen from outside the Building or (vi) consists of the installation of internal stairways between floors. All construction work done by Tenant within the Premises shall be performed in a good and workmanlike manner with new materials of first-class quality, lien-free and in compliance with all Laws, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS AGAINST ANY LOSS, LIABILITY OR DAMAGE RESULTING FROM SUCH WORK, AND TENANT SHALL, IF REQUESTED BY LANDLORD, FURNISH A BOND OR OTHER SECURITY SATISFACTORY TO LANDLORD AGAINST ANY SUCH LOSS, LIABILITY OR DAMAGE (PROVIDED, HOWEVER, THAT NO BOND SHALL BE REQUIRED AS LONG AS NO EVENT OF DEFAULT SHALL HAVE OCCURRED UNDER THIS LEASE)**. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Landlord's consent to or approval of any Alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance.

Notwithstanding the foregoing, Tenant shall not be obligated to receive the written consent of Landlord for interior Alterations to the Premises (i) where the estimated cost of the proposed Alteration is One Hundred Thousand Dollars ($100,000.00) or less, (ii) if said Alterations do not affect the structural components of the Building, or adversely affect the Building's Systems and cannot be seen from outside the Premises, (iii) if such said

Alterations changes do not remove any of the stairways within the Building, and (iv) if said Alteration shall not require a building permit or any federal, state, county or local approvals.

(b) **Repairs; Maintenance**.

(i) **By Landlord**. Landlord shall, subject to reimbursement to the extent permitted under Exhibit C, keep the foundation, the exterior walls (except plate glass; windows, doors and other exterior openings; window and door frames, molding, closure devices, locks and hardware and special store fronts; the lighting, heating, steam, air conditioning, life-safety, plumbing (inclusive of sanitary and storm drainage systems) and other electrical, mechanical (including elevators) and electromotive installation, equipment and fixtures in or serving the Building/Project (the "**Building Systems**"; for avoidance of doubt, the Building Systems do not include supplemental air conditioning units and similar equipment installed by Tenant dedicated to Tenant's specific use of certain spaces within the Premises, as opposed to systems serving the Building and Project generally); signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of exterior walls), and roof structure of the Premises in good repair. Landlord, however, shall not be required to repair any damage resulting from the act or negligence of Tenant, its agents, contractors, employees, subtenants, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement); and the provisions of the previous sentence are expressly recognized to be subject to the casualty and condemnation provisions of this Lease. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord and Landlord shall have a reasonable time after receipt by Landlord of such written notice in which to make such repairs. Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed in the Project pursuant to Landlord's rights and obligations under the Lease, provided, however, Landlord shall use commercially reasonable efforts to not disturb the normal conduct of Tenant's business while performing such repairs and maintenance. In addition, Landlord shall maintain the Common Areas of the Project, as applicable, subject to reimbursement to the extent permitted pursuant to **Exhibit C**. **TENANT HEREBY WAIVES AND RELEASES ITS RIGHT TO MAKE REPAIRS AT LANDLORD'S EXPENSE UNDER SECTIONS 1941 AND 1942 OF THE CALIFORNIA CIVIL CODE OR UNDER ANY SIMILAR LAW, STATUTE OR ORDINANCE NOW OR HEREAFTER IN EFFECT.**

(ii) **By Tenant**. Subject to Section 8(b)(i) above, Tenant shall keep the interior, non-structural portion of the Premises in good, clean and habitable condition and shall at its sole cost and expense keep the same free of dirt, rubbish, insects, rodents, vermin and other pests and make all needed repairs and replacements, including

replacement of cracked or broken interior glass, except for repairs and replacements required to be made by Landlord. Without limiting the coverage of the previous sentence, but subject to the limitation set forth in the following sentence, it is understood that Tenant's responsibilities therein include the repair and replacement in accordance with all applicable Laws. All contractors and subcontractors shall be subject to Landlord's written approval in accordance with Section 8(b)(iii). If any repairs required to be made by Tenant hereunder are not commenced within ten (10) Business Days after written notice delivered to Tenant by Landlord (such time period not being subject to the notice and cure provisions of Section 17(f)), Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, unless caused by the gross negligence or willful misconduct of Landlord, its employees, agents or contractors. Tenant shall pay to Landlord upon demand as Rent hereunder, the cost of such repairs plus interest at the Default Rate, such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. Notwithstanding the foregoing, Landlord shall have the right to make such repairs without notice to Tenant in the event of an emergency, or if such repairs relate to the exterior of the Building. At the expiration of this Lease, Tenant shall surrender the Premises in good condition, excepting reasonable wear and tear and casualties not required to be repaired by Tenant. If Landlord elects to store any personal property of Tenant, including goods, wares, merchandise, inventory, trade fixtures and other personal property of Tenant, same shall be stored at the sole risk of Tenant. Unless caused by the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, Landlord and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Project or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, or from the act or negligence of any other tenant or any officer, agent, employee, contractor or guest of any such tenant. It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to promptly notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. **TENANT RELIEVES LANDLORD FROM ANY LIABILITY FOR ANY BODILY INJURY OR DAMAGES TO PROPERTY CAUSED BY OR ASSOCIATED WITH MOISTURE OR THE GROWTH OF OR OCCURRENCE OF**

MOLD OR MILDEW ON THE PREMISES, UNLESS SAME IS IN EXISTENCE ON THE DATE OF THIS LEASE OR IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, ITS EMPLOYEES, AGENTS OR CONTRACTORS. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are integral to its Lease obligations.

Notwithstanding Tenant's repair and maintenance obligations pursuant to this Section 8(b)(ii), if any item of Tenant's repair and maintenance obligations set forth herein involves a capital repair, replacement, improvement and/or equipment under generally accepted accounting principles consistently applied ("**Tenant Repair Capital Item**"), including, without limitation, any necessary replacement of any HVAC unit or air handler serving the Building, Tenant shall provide written notice thereof to Landlord. Landlord shall, pursuant to the receipt of such notice from Tenant, make such Tenant Repair Capital Item, provided that neither party shall have the right to require that the capacity, quality or size of any item to be repaired or replaced be upgraded as part of such work unless the party requiring such upgrade agrees to bear any increased cost associated with the acquisition of/or installation of an upgraded item compared to the acquisition/installation of a reasonably similar substitute item (however, if applicable law requires such an upgrade, the foregoing limitation will not apply). Following completion of such work, provide Tenant with written notice of (i) the total cost of such Tenant Repair Capital Item ("**Tenant Repair Capital Item Cost**"), (ii) the estimated useful life of such Tenant Repair Capital Item per generally accepted accounting principles consistently applied ("**Useful Life**"), (iii) the monthly amortization of such Tenant Repair Capital Item Cost over such Useful Life at an interest rate equal to the "prime rate" as announced from time to time by Bank of America, N.A., plus one percent (1%) per annum, and (iv) the monthly amount due and payable by Tenant to reimburse Landlord for that portion of the amortized Tenant Repair Capital Item Cost applicable to the remainder of the Lease Term, which monthly amount shall be paid by Tenant to Landlord concurrently with the payment by Tenant to Landlord of the monthly Base Rent. The intent of the parties hereto is that, in the event of the necessity of a Tenant Repair Capital Item, Tenant shall only be obligated to pay the cost of such Tenant Repair Capital Item Cost equal to the ratio that the remainder of the Term bears to the Useful Life (i.e., if there are five (5) years remaining in the term and the Useful Life of the applicable Tenant Repair Capital Item Cost is twenty (20) years, Tenant will only be required to pay twenty five percent (25%) of such Tenant Repair Capital Item Cost, plus interest as described in clause (iii) above.

(iii) **Performance of Work**. All work described in this Section 8 shall be performed only by contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld,

conditioned or delayed. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord and Landlord's property management company as additional insureds against such risks, in such amounts, on such forms, and with such companies as Landlord may reasonably require as set forth on Exhibit I attached hereto. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all contractors and subcontractors performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building's Structure and the Building's Systems). All such work which may affect the Building's Structure or the Building's Systems, at Landlord's election, must be performed by Landlord's usual contractor for such work (provided that such contractor charges commercially competitive rates for the work in question) or a contractor approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. All work affecting the roof of the Building must be performed by Landlord's roofing contractor or a contractor approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and no such work will be permitted if it would void or reduce the warranty on the roof.

(c) **Mechanic's Liens**. All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises or the Project in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within thirty (30) days (unless Landlord is in the process of selling the Building or obtaining financing, in which case Tenant shall within ten (10) days) after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises, Project or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either: (1) pay the amount of the lien and cause the lien to be released of record; or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within thirty (30) days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships).

Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises, Project or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. **TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS PROPERTY MANAGER, ANY SUBSIDIARY OR AFFILIATE OF THE FOREGOING, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, MANAGERS, CONTRACTORS, ATTORNEYS AND AGENTS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) IN ANY WAY ARISING FROM OR RELATING TO THE FAILURE BY ANY TENANT PARTY TO PAY FOR ANY WORK PERFORMED, MATERIALS FURNISHED, OR OBLIGATIONS INCURRED BY OR AT THE REQUEST OF A TENANT PARTY.** The foregoing indemnity shall survive termination or expiration of this Lease.

(d) **Signs**.

(i) **General Signs**. Tenant shall not place or permit to be placed any signs upon: (i) the roof of the Premises; or (ii) the Common Areas; or (iii) any exterior area of the Building without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided any proposed sign is placed only in those locations as may be designated by Landlord, and complies with the sign criteria promulgated by Landlord, the local jurisdiction, and the Owners Association for the Complex from time to time and applicable Law. Upon request of Landlord, Tenant shall promptly remove any sign or other materials which Tenant has placed or permitted to be placed upon the exterior or interior surface of any door or window inside the Premises, or the exterior of the Building, if: (i) required in connection with any cleaning, maintenance or repairs to the Building; or (ii) placed without Landlord's prior written approval as set forth above. If Tenant fails to do so, Landlord may without liability unless caused by the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, remove the same at Tenant's expense. Tenant shall comply with such regulations as may from time to time reasonably be promulgated by Landlord governing signs, advertising material or lettering of all tenants in the Project. Tenant shall be responsible for the repair, painting or replacement of the Building fascia surface or other

portion of the Building where signs are attached, upon vacation of the Premises, or the removal or alteration of its sign for any reason. If Tenant fails to do so, Landlord may have the sign removed and the cost of removal shall be payable by Tenant within thirty (30) days of invoice.

(ii) **Building Top and Monument Signs**. Subject to the terms of this Section 8 and applicable laws, Landlord hereby grants Tenant and Tenant's Permitted Transferee (as hereinafter defined in Section 10(f)) the exclusive right, at Tenant's sole cost and expense and as long as Tenant fulfills the Occupancy Requirement (as hereinafter defined), to install building top signage and monument signage as allowed under applicable Law at a location or locations reasonably approved by Landlord, the local jurisdiction, and the Owners Association for the Complex ("**Building Signs**").

Tenant's Building Signs shall be subject to all applicable Law and, with respect to the monument signage and building top signage, the sign criteria promulgated by Landlord for the Project, the local jurisdiction, and the Owners Association for the Complex from time to time. The content, size, design, graphics, materials, colors and other specifications of the Building Signs (including without limitation, the exact location of any and all of the Building Signs), and all contractors or subcontractors utilized by Tenant in connection therewith, shall be subject to the approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed, and shall be consistent with the exterior design, materials and appearance of the Building, and subject to the local jurisdiction and the Owners Association for the Complex. Tenant shall be responsible for all costs and expenses incurred in connection with the design, construction, installation, repair, operation, maintenance, compliance with laws, utilities (including the costs of metering such utilities usage and the cost of the meter) and removal of the Building Signs. Tenant shall also be responsible for the cost of all utilities (if any) utilized in connection with the Building Signs. Should the name of Tenant be changed to another name (the "**New Name**"), Tenant shall be entitled to modify, at Tenant's sole cost and expense, Tenant's name on the Building Signs to reflect Tenant's New Name, so long as (a) the New Name is not an "**Objectionable Name**", and (b) Landlord shall have granted its consent to such New Name (which consent shall not be unreasonably withheld). The term "**Objectionable Name**" shall mean any name which relates to an entity which is of a character or reputation, or is associated with a political orientation or faction, which is inconsistent with the quality of the Complex, or which would otherwise reasonably offend a landlord of buildings comparable to and in the vicinity of the Building. In addition, Tenant's right to maintain any of the Building Signs shall be suspended at any time during the Lease Term during which the Occupancy Requirement is no longer satisfied or an Event of Default by Tenant is continuing under this Lease. Upon the expiration of the Lease Term or the earlier termination of Tenant's signage rights under this Section 8(d)(ii), Tenant shall, at Tenant's

sole cost and expense, remove the Building Signs and repair any and all damage to the Building caused by such removal.

For purposes of this Section 8(d)(ii), "**Occupancy Requirements**" shall mean that Tenant or Tenant's Permitted Transferee is leasing and physically occupying at a minimum fifty percent (50%) of the RSF of the Premises and no Event of Default by Tenant has occurred under this Lease.

9. **Use; Compliance with Laws**.

(a) **Use**. Tenant shall use the Premises only for the Permitted Use (as set forth in the Basic Lease Information) and shall comply with all Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste, overload the Building's Structure or the Building's Systems or subject the Premises to any use that would damage the Premises. However, Tenant, at Tenant's expense, may contest by appropriate proceedings in good faith the legality or applicability of any Law affecting the Premises, provided that (i) the Building or any part thereof shall not be subject to being condemned or vacated by reason of non-compliance or otherwise by reason of such contest, (ii) no unsafe or hazardous condition remains unremedied as a result of such contest, (iii) such non-compliance or contest is not prohibited under any then-applicable mortgage, (iv) such non-compliance or contest shall not prevent Landlord from obtaining any and all permits and licenses then required by applicable laws in connection with the operation of the Building, and (v) the Certificate of Occupancy for the Building (or any portion) is neither subject to being suspended by reason such of non-compliance or contest. Tenant, at its sole cost and expense, shall obtain and keep in effect during the Term, all permits, licenses, and other authorizations necessary to permit Tenant to use and occupy the Premises for the Permitted Use in accordance with applicable Laws. Notwithstanding anything in this Lease to the contrary but subject to the provisions of Section 9(b) below, as between Landlord and Tenant: (i) from and after the Delivery Date, Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations and guidelines promulgated under such laws, as amended from time to time (the "Disabilities Acts") in the Premises; and (ii) Landlord shall bear the risk of complying with the Disabilities Acts in the Common Areas (subject to reimbursement as set forth in Exhibit C), other than compliance that is necessitated by the use of the Premises for other than the Permitted Use or as a result of any alterations or additions made by Tenant (which risk and responsibility shall be borne by Tenant). The Premises shall not be used for any purpose which creates strong, unusual, or offensive odors, fumes, dust or vapors; which emits noise or sounds that are objectionable due to intermittence, beat, frequency, shrillness, or loudness; which is associated with indecent or pornographic matters; or which involves political or moral issues (such as abortion

issues). Tenant shall conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building. Tenant shall store all trash and garbage within the Premises or in a trash dumpster or similar container approved by Landlord as to type, location and screening; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense (unless Landlord finds it necessary to furnish such a service, in which event Tenant shall be charged an equitable portion of the total of the charges to all tenants using the service). Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed or approved by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Project. Tenant shall not knowingly conduct or permit to be conducted in the Premises any activity, or place any equipment in or about the Premises or the Building, which will invalidate the insurance coverage in effect or increase the rate of fire insurance or other insurance on the Premises or the Building.

(b) **Landlord's Compliance with Laws**. Landlord shall ensure that the Common Area is in compliance with all applicable Laws, including, but not limited to the Disabilities Acts as of the Delivery Date. In the event that as of the Delivery Date (i) the Common Area is in not in compliance with all such federal, state and local laws and regulations, without regard to Tenant's use of the Premises or the Tenant Improvements subsequently constructed on or installed in the Premises (herein the "**Compliance Condition**"), and (ii) Tenant delivers to Landlord written notice of the existence of the Compliance Condition (the "**Non-Compliance Notice**") by the date which is one hundred eighty (180) days after the Commencement Date (the "**Non-Compliance Outside Date**"), then Landlord shall, at Landlord's sole cost and expense which expense shall not be included in Additional Rent, promptly do that work which is necessary to put the applicable components of the Common Area described in the Non-Compliance Notice into the Compliance Condition; provided, further, that to the extent any such work is required or triggered by Tenant's proposed use of the Premises (other than office use) or Alterations to be constructed therein by Tenant, then Landlord shall perform such work, but Tenant shall pay Landlord for the cost of such work within thirty (30) days after invoice by Landlord. If Tenant fails to deliver the Non-Compliance Notice to Landlord on or prior to the Non-Compliance Outside Date, Landlord shall have no obligation to perform the work described in the foregoing provisions of this Section 9(b); provided that Landlord shall remain responsible for making all alterations and improvements which are Landlord's responsibility to repair and maintain pursuant to Section 8(b)(i) above.

10. **Assignment and Subletting**.

(a) **Transfers**. Tenant shall not, without the prior written consent of Landlord, which consent shall not unreasonably be withheld, conditioned or delayed: (1) assign, transfer, or encumber this Lease or any estate or

interest herein, whether directly or by operation of law; (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, except as permitted under Section 10(f); (3) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant; (4) sublet any portion of the Premises; (5) grant any license, concession, or other right of occupancy of any portion of the Premises; or (6) permit the use of the Premises by any parties other than Tenant (any of the events listed in Section 10(a)(1) through Section 10(a)(6) being a "Transfer").

(b) **Consent Standards**. If a proposed transferee does not meet the following conditions, Landlord shall not be deemed to have been unreasonable in withholding its consent to a Transfer (provided that the following list shall not be deemed the exclusive factors for review): (1) in the case of a Transfer that is an assignment or a sublease of the entirety of the Premises, the transferee has a Tangible Net Worth (hereinafter defined) which is not less than the Tangible Net Worth (or Stock Market Capitalization) of Tenant as of the date of execution of this Lease; (2) has a good reputation in the business community; (3) will use the Premises for the Permitted Use and will not use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Project; (4) will not use the Premises or Project in a manner that would materially and unreasonably increase the pedestrian or vehicular traffic to the Premises or Project; (5) is not a governmental entity, or subdivision or agency thereof; and (6) is not a person or entity with whom Landlord is then, or has been within the three (3) month period prior to the time Tenant seeks to enter into such assignment or subletting, negotiating to lease space in the Project, or any Affiliate of any such person or entity (provided, in the case of clause (6), that Landlord then has sufficient available space in the Project to accommodate occupancy needs of such proposed transferee).

(c) **Request for Consent**. If Tenant requests Landlord's consent to a Transfer, then, at least thirty (30) days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed pertinent documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character (collectively, the "**Transfer Notice**"). Concurrently with the Transfer Notice, Tenant shall pay to Landlord a fee of $2,000 to defray Landlord's expenses in reviewing such request, and in addition Tenant shall reimburse Landlord immediately upon request for its reasonable attorneys' fees and lender's fees incurred in connection with considering any request for consent to a Transfer. Landlord will respond to a Transfer Notice within ten (10)

Business Days. If Landlord fails to timely respond, Tenant may deliver a second (2nd) notice to Landlord, which notice must contain the following inscription, in bold faced lettering: "**SECOND NOTICE DELIVERED PURSUANT TO ARTICLE 10 OF LEASE - - FAILURE TO TIMELY RESPOND WITHIN TEN (10) BUSINESS DAYS SHALL RESULT IN DEEMED APPROVAL OF TRANSFER**." If Landlord fails to respond within such ten (10) Business Day period, Landlord shall be deemed to have approved the Transfer in question.

(d) **Conditions to Consent.** If Landlord consents to a proposed Transfer that is an assignment of the Tenant's entire interest in the Lease, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder; provided, however, any transferee of less than Tenant's entire interest in the Lease shall be liable only for the obligations under this Lease that are properly allocable to such Transfer for the period of the Transfer in which event the proposed transferee shall deliver to Landlord a written agreement whereby such sublease shall be subject and subordinate to the Lease. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not be deemed consent to any subsequent Transfers. If a Monetary Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

(e) **Attornment by Subtenants**. Each sublease by Tenant hereunder shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and each subtenant by entering into a sublease is deemed to have agreed that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, either terminate the sublease or take over all of the right, title and interest of Tenant, as sublandlord, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be: (1) liable for any previous act or omission of Tenant under such sublease; (2) subject to any counterclaim, offset or defense that such subtenant might have against Tenant; (3) bound by any previous modification of such sublease or by any rent or additional rent or advance rent which such subtenant might have paid for more than the current month to Tenant, and all such rent shall remain due and owing, notwithstanding such advance payment; (4) bound by any security or advance rental deposit made by such subtenant which is not delivered or paid over to Landlord and with respect to

which such subtenant shall look solely to Tenant for refund or reimbursement; or (5) obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed, automatically upon and as a condition of its occupying or using the Premises or any part thereof, to have agreed to be bound by the terms and conditions set forth in this Section 10(e). The provisions of this Section 10(e) shall be self-operative, and no further instrument shall be required to give effect to this provision.

(f) **Permitted Transfers**. Notwithstanding Section 10(a), Tenant may Transfer all of its interest in this Lease (a "**Permitted Transfer**") to the following types of entities (a "**Permitted Transferee**") without the written consent of Landlord:

(1) an Affiliate of Tenant;

(2) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as (A) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and (B) the Tangible Net Worth of the surviving or created entity is not less than the greater of (i) the Tangible Net Worth of Tenant as of the date of execution of this Lease and (ii) the Tangible Net Worth of Tenant on the date immediately prior to such Permitted Transfer; or

(3) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's assets if such entity's Tangible Net Worth after such acquisition is not less than the greater of (i) the Tangible Net Worth of Tenant as of the date of execution of this Lease and (ii) the Tangible Net Worth of Tenant on the date immediately prior to such Permitted Transfer.

Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Premises, the Building or the Project, Landlord or other tenants of the Complex. No

later than ten (10) Business Days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with (A) copies of the instrument effecting any of the foregoing Transfers, (B) documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, and (C) evidence of insurance as required under this Lease with respect to the Permitted Transferee. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. "**Tangible Net Worth**" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("**GAAP**"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises. Any subsequent Transfer by a Permitted Transferee shall be subject to the terms of this Section 10.

(g) **Additional Compensation**. Tenant shall pay to Landlord, immediately upon receipt thereof, fifty percent (50%) of the excess of all compensation received by Tenant for a Transfer over the Rent allocable to the portion of the Premises covered thereby, after deducting the following costs and expenses for such Transfer (which costs will be amortized over the term of the sublease or assignment pursuant to sound accounting principles and deducted monthly from such excess): (1) brokerage commissions and reasonable attorneys' fees; (2) advertising for subtenants or assignees; (3) the actual costs paid in making any improvements or substitutions in the Premises required by any sublease or assignment (or improvement allowances provided in lieu thereof); and (4) the costs of any inducements or concessions given to the subtenant or assignee.

(h) **Landlord's Option**. Notwithstanding anything to the contrary contained in this Article 10, Landlord shall have the option, by giving written notice to Tenant within ten (10) Business Days after receipt of any Transfer Notice with respect to (i) a proposed assignment of this Lease by Tenant (other than a Permitted Transfer), or (ii) a proposed sublease of at least any one full floor of the Premises for a term which is essentially the remainder of the Term or (iii) any sublease proposed by Tenant which would result in over fifty percent (50%) of the Building being subleased (under the proposed sublease specifications and proposal or in addition to prior subleases), (the portion of the Premises proposed to be transferred pursuant to clause (i) or (ii) or (iii), the "**Subject Space**") to recapture the Subject Space by terminating this Lease with respect to the Subject Space, as of the date stated in the Transfer Notice as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Transfer Notice; provided, however, that if Tenant is required to remove any Specialty Alterations from the Subject Space prior to the expiration or sooner termination of this Lease with respect to the Subject Space, then Tenant shall be afforded such time as may reasonably be necessary to complete such removal or restoration work prior to the

effective date of the recapture, no additional cost or penalty to Tenant. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture, sublease or take an assignment of the Subject Space under this Section 10(h), then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee, subject to provisions of this Section 10. Further, if Landlord delivers a recapture notice to Tenant, Tenant will have the right, to be exercised by written notice delivered to Landlord within five (5) Business Days following receipt of such recapture notice, to rescind Tenant's Transfer Notice, in which event no such Transfer shall take place and the recapture shall be void and of no further force or effect.

(i) **Limitations on Transfers or Subleases by Tenant**. Notwithstanding anything to the contrary contained in this Section 10, Floors 2, 3, & 4 cannot be subdivided or sublet into less than whole floors (but may be sublet separately so long as the internal stairway connecting the third (3rd) and fourth (4th) floors is not removed).

11. **Insurance; Waivers; Subrogation; Indemnity**.

(a) **Indemnity Agreement**.

(i) **By Tenant**. TO THE FULLEST EXTENT PERMITTED BY LAW, BUT SUBJECT TO SECTION 11(a)(ii) BELOW, TENANT WILL DEFEND, INDEMNIFY AND HOLD LANDLORD AND INDEMNITEES (as defined in Section 8.c) HARMLESS FROM AND AGAINST ALL CLAIMS (AS DEFINED HEREIN) ARISING OUT OF OR RELATING (DIRECTLY OR INDIRECTLY) TO (I) THE CONDUCT OR MANAGEMENT OF THE PREMISES OR OF ANY BUSINESS THEREIN, OR ANY WORK OR THING WHATSOEVER DONE, OR ANY CONDITION CREATED IN OR ABOUT THE PREMISES DURING THE TERM AND ANY EXTENSIONS THEREOF; (II) ANY ACT, OMISSION, BREACH OF ANY PROVISION OF THIS LEASE, OR NEGLIGENCE OF TENANT OR ANY OF TENANT'S LICENSEES OR THE PARTNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR CONTRACTORS OF TENANT OR ANY OF TENANT'S LICENSEES; AND (III) ANY ACCIDENT, INJURY OR DAMAGE WHATSOEVER OCCURRING IN THE PROJECT DURING THE TERM AND ANY EXTENSIONS THEREOF (AND ANY PRIOR OR SUBSEQUENT PERIOD IN WHICH TENANT HAS EXCLUSIVE OCCUPANCY OF THE BUILDING). TENANT HEREBY EXPRESSLY INDEMNIFIES LANDLORD AND INDEMNITEES FOR THE CONSEQUENCES OF ANY

NEGLIGENT ACT OR OMISSION OF LANDLORD, ITS AGENTS, SERVANTS AND EMPLOYEES, UNLESS THE CLAIM IS CAUSED BY THE SOLE NEGLIGENCE OF LANDLORD.

(ii) **By Landlord**. NOTWITHSTANDING ANY PROVISIONS OF THIS LEASE TO THE CONTRARY, TENANT SHALL NOT BE REQUIRED TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ANY CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AGENTS, CONTRACTORS, SERVANTS, EMPLOYEES OR LICENSEES.

(b) **Tenant's Insurance**. Effective as of the Delivery Date and continuing throughout the Term, Tenant shall maintain insurance of the types and in the amounts described below. Insurance shall be obtained from insurance carriers rated not less than A-VII by A.M. Best Company and authorized to do business in the State. Tenant's insurance policy deductibles shall be the responsibility of the Tenant. Tenant's insurance policies shall be primary and not require any contribution by any insurance maintained by Landlord. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, upon notice to Tenant, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of five percent (5%) of such cost. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Tenant for its acts or omissions as provided in this Lease. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. These requirements and limits are subject to review and modification by the Landlord in recognition of changes in the occupancy, exposure, or insurance marketplace; provided, however, that any such new requirements or limits imposed by Landlord shall be reasonably commensurate with the requirements or limits then being imposed on tenants by owners of Comparable Buildings (defined in **Exhibit H**).

(i) **Commercial General Liability Insurance** written on an occurrence basis, using a form that is at least as broad as ISO commercial general liability form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the Landlord and Landlord's property management company as additional insureds with limits of not less than $1,000,000 each occurrence and $2,000,000 aggregate shall be maintained. Evidence of commercial general liability insurance shall be provided for the commercial umbrella policy) prior to Lease inception and prior to each insurance policy renewal during the term of the Lease.

(ii) **Commercial Auto Liability Insurance**, if the Tenant owns any automobiles, written to cover owned, non-owned, hired, and borrowed autos with not less than $1,000,000 combined single limit shall be obtained. If the Tenant does not own any vehicles, non-owned and hired auto liability insurance with a not less than $1,000,000 limit shall be maintained. Tenant shall require similar coverage for any contract vehicles that it engages for transportation of personnel or personal property to or from the Premises.

(iii) **Workers Compensation Insurance** in accordance with statutory requirements.

(iv) **Employers' Liability Insurance** with limits not less than $1,000,000 per accident shall be maintained.

(v) **Umbrella or Excess Liability Insurance** over (i), (ii), and (iv) with limits of not less than $15,000,000 each occurrence and $15,000,000 aggregate.

(vi) **Host Liquor Liability Insurance** required in the event that Tenant or its employees bring alcohol in the Premises, parking lot, or Common Areas.

(vii) **Commercial Property Insurance** with a limit equal to the full replacement cost and covering the fixtures, personal property, equipment, initial Tenant Improvements and all future alterations and improvements constructed by or for Tenant that will, at a minimum, cover the perils insured under ISO special causes of loss form and broad causes of loss form or their equivalent

(viii) **Business Income insurance** with a limit adequate to pay for one year's loss of business income resulting from suspension of the Tenant's business operations, caused by property damage from a covered cause of loss to the Premises.

(c) **Landlord's Insurance**. Throughout the Term of this Lease, Landlord shall maintain, as a minimum, the following insurance policies. Tenant shall pay its Proportionate Share of the cost of all insurance carried by Landlord with respect to the Project, as set forth in Exhibit C. Landlord's insurance policies shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder:

(i) **Building Insurance** with a limit equal to full replacement cost less a commercially-reasonable deductible if the Landlord so chooses. Landlord's policy shall contain at least twelve (12) months of "rental income loss" coverage payable in instances in which Tenant is entitled to Rent abatement hereunder, and shall include (A)

an "extended coverage" endorsement, and (B) a "building laws" and/or "law and ordinance" coverage endorsement that covers "costs of demolition," "increased costs of construction" due to changes in building codes and "contingent liability" with respect to undamaged portions of the Building, and (C) an "earthquake sprinkler leakage" endorsement.

(ii) **Commercial General Liability and Umbrella Insurance** in an amount not less than $5,000,000.

(iii) **Other insurance** and additional coverage as Landlord may deem necessary.

(d) **No Subrogation**. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE TO THE CONTRARY, LANDLORD AND TENANT EACH WAIVES ANY CLAIM IT MIGHT HAVE AGAINST THE OTHER FOR ANY DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY, TO THE EXTENT THE SAME IS INSURED AGAINST UNDER ANY INSURANCE POLICY THAT COVERS THE BUILDING, THE PREMISES, LANDLORD'S OR TENANT'S FIXTURES, PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, OR BUSINESS, OR IS REQUIRED TO BE INSURED AGAINST UNDER THE TERMS HEREOF, REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER PARTY CAUSED SUCH LOSS. LANDLORD AND TENANT EACH HEREBY WAIVE ANY RIGHT OF SUBROGATION AND RIGHT OF RECOVERY OR CAUSE OF ACTION FOR INJURY INCLUDING DEATH OR DISEASE TO RESPECTIVE EMPLOYEES OF EITHER AS COVERED BY WORKER'S COMPENSATION (OR WHICH WOULD HAVE BEEN COVERED IF TENANT OR LANDLORD AS THE CASE MAY BE, WAS CARRYING THE INSURANCE AS REQUIRED BY THIS LEASE). EACH PARTY SHALL CAUSE ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHTS OF RECOVERY UNDER SUBROGATION OR OTHERWISE AGAINST THE OTHER PARTY.**

12. **Subordination; Attornment; Notice to Landlord's Mortgagee**.

(a) **Subordination**. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "**Mortgage**"), or any ground lease, master lease, or primary lease (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee may elect at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this

Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten (10) business days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease. Notwithstanding the foregoing, Tenant shall not be obligated to execute any document which alters any material provision of the Lease.

Landlord shall provide Tenant with a commercially reasonable subordination, non-disturbance, and attornment agreement ("**SNDA**") in favor of Tenant from any mortgage holder in existence as of the Effective Date ("**Superior Mortgagee**"). Landlord agrees to provide Tenant with commercially reasonable non-disturbance, subordination and attornment agreement(s) in favor of Tenant from any Superior Mortgagee(s) of Landlord who later come(s) into existence at any time prior to the expiration of the Term of the Lease in consideration of, and as a condition precedent to, Tenant's agreement to be bound by this Section 12(a).

(b) **Attornment**. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request. Notwithstanding the foregoing, Tenant shall not be obligated to execute any document which alters any material provision of the Lease.

(c) **Notice to Landlord's Mortgagee**. Tenant shall not seek to enforce any remedy it may have to terminate this Lease due to any default on the part of Landlord without first giving written notice by certified mail, return receipt requested or nationally recognized overnight courier, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

13. **Rules and Regulations**. Tenant shall comply with the rules and regulations of the Building which are attached hereto as Exhibit E. Landlord may, from time to time, reasonably change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building, will not unreasonably interfere with Tenant's use of or access to the Premises or the parking

facilities, will not modify any of the provisions of this Lease, and are enforced by Landlord in a non-discriminatory manner. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

14. **Condemnation**.

(a) **Total Taking**. If the entire Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking.

(b) **Partial Taking - Tenant's Rights**. If any part of the Building becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises (or a material portion) in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenantable by the Taking. **TENANT HEREBY WAIVES ANY AND ALL RIGHTS IT MIGHT OTHERWISE HAVE PURSUANT TO SECTION 1265.130 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.**

(c) **Partial Taking - Landlord's Rights**. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord's Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the next to last sentence of Section 14(b).

(d) **Award**. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business and goodwill, and other claims it may have (excluding any claim related to its leasehold interest).

(e) **Repair**. If the Lease is not terminated, Landlord shall proceed with reasonable diligence to restore the remaining part of the Premises and Building substantially to their former condition to the extent feasible to constitute a complete and tenantable Building and Premises; provided, however, that Landlord shall only be required

to reconstruct building standard leasehold improvements existing in the Premises as of the date of the Taking, and Tenant shall be required to pay the cost for restoring any other leasehold improvements. In no event shall Landlord be required to spend more than the condemnation proceeds received by Landlord for such repair.

15. **Fire or Other Casualty**.

(a) **Repair Estimate**. If the Premises or the Building are damaged by fire or other casualty (a "**Casualty**"), Landlord shall use good faith efforts to deliver to Tenant within sixty (60) days after such Casualty a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

(b) **Tenant's Rights**. If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises (or such material portion) in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within three hundred sixty-five (365) days after the date of the casualty (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. Notwithstanding the foregoing, if Tenant was entitled to but elected not to exercise its right to terminate this Lease and Landlord does not substantially complete the repair and restoration of the Premises within two (2) months after the expiration of the estimated period of time set forth in Landlord's Damage Notice, which period shall be extended to the extent of any delays caused by Tenant, then Tenant may terminate this Lease by written notice to Landlord within thirty (30) days after the expiration of such period, as the same may be so extended.

(c) **Landlord's Rights**. If a Casualty damages the Premises or a material portion of the Building and: (1) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period; (2) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, and such damage occurs during the last two (2) years of the Term (unless Tenant exercises any renewal rights it may have in this Lease); (3) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, and Landlord makes a good faith determination that restoring the Building would be uneconomical; or (4) Landlord is required to pay insurance proceeds arising out of the Casualty in excess of $1,000,000.00 to a Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

(d) **Repair Obligation**. If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, , Landlord shall not be required to repair or replace any Alterations or betterments within the Premises (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Building. If Landlord fails to complete repairs to the Premises within three hundred sixty-five (365) days after the date of the casualty, subject to force majeure delays, then Tenant shall have the right to terminate the Lease upon written notice delivered to Landlord at any time after such three hundred sixty-five (365) day period and prior to Landlord's Substantial Completion of such repairs. If this Lease is terminated under the provisions of this Section 15, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all Alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

(e) **Abatement of Rent**. If the Premises are damaged by Casualty, Rent for the portion of the Premises rendered untenantable or inaccessible by the damage shall be abated on a reasonable basis from the date of damage; Tenant's abatement period shall continue until the completion of Landlord's repairs and until Tenant has had a sufficient period thereafter in which to have access to the Premises to repair and restore to the Tenant Improvements and any Alterations subsequently constructed by Tenant and to move into the Premises over the course of one (1) weekend (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be).

(f) **Waiver of Statutory Provisions**. The provisions of this Lease, including this Section 15, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Project.

16. **Personal Property Taxes**. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Project. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within thirty (30) days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder.

17. **Events of Default**. Each of the following occurrences shall be an "**Event of Default**":

(a) **Payment Default**. Tenant's failure to pay Rent within three (3) Business Days after Tenant's receipt of Landlord's written notice that the same is due (a "**Monetary Event of Default**");

(b) **Abandonment**. Tenant abandons the Premises as described in California Civil Code Section 1951.3;

(c) **Estoppel/Financial Statement/Commencement Date Letter**. Tenant fails to provide: (i) any estoppel certificate after Landlord's written request therefor pursuant to Section 24(e); (ii) any financial statement after Landlord's written request therefor pursuant to Section 24(q); or (iii) the Confirmation of Commencement Date in the form of Exhibit F as required by Section 3, and such failure shall continue for five (5) calendar days after Landlord's second (2nd) written notice thereof to Tenant;

(d) **Insurance**. Tenant fails, within five (5) calendar days following written notice from Landlord, to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under Section 11(b);

(e) **Mechanic's Liens**. Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required by Section 8(c);

(f) **Other Defaults**. Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of thirty (30) calendar days or more after Landlord has delivered to Tenant written notice thereof; provided, however, if such default is of the type which cannot reasonably be cured within thirty (30) days, then Tenant shall have such longer time as is reasonably necessary provided Tenant commences to cure within ten (10) days after receipt of written notice from Landlord and diligently prosecutes such cure to completion within sixty (60) days of such notice; and

(g) **Insolvency**. The filing of a petition by or against Tenant: (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within ninety (90) calendar days after the filing thereof.

18. **Remedies**. Upon an Event of Default, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including, but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. The term "**rent**" as used in this Section 18 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 18(a)(i) and (ii) above, the "worth at the time of award" shall be computed by allowing interest at the Default Rate, but in no case greater than the maximum amount of such interest permitted by law. As used in Section 18(a)(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Landlord shall have 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 the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

(c) **Subleases of Tenant**. If Landlord elects to terminate this Lease on account of any Event of Default by Tenant, as set forth in this Section 18, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

(d) **Form of Payment After Default**. Following the occurrence of an Event of Default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether in the cure of the Event of Default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution reasonably acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

(e) **Efforts to Relet**. For the purposes of this Section 18, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder.

The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

(f) **Landlord Defaults and Tenant Remedies**. Except as otherwise provided in this Lease and specifically subject to Section 24(b), if Landlord fails in the performance of any of Landlord's obligations under this Lease and such failure continues for thirty (30) days after Landlord's receipt of written notice thereof from Tenant (and an additional reasonable time after such receipt if (A) such failure cannot be cured within such thirty (30) day period, and (B) Landlord commences curing such failure within such thirty (30) day period and thereafter diligently pursues the curing of such failure), then Tenant shall be entitled to exercise any remedies that Tenant may have at law or in equity. **TENANT WAIVES ANY RIGHT TO OBTAIN ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES**.

19. **Payment by Tenant; Non-Waiver; Cumulative Remedies**.

(a) **Payment by Tenant**. Upon any Event of Default, Tenant shall pay to Landlord all reasonable costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in: (1) obtaining possession of the Premises; (2) removing and storing Tenant's or any other occupant's property; (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition reasonably acceptable to a new tenant (provided that Tenant shall not be responsible for costs to change the character of the Premises from an office use to a primarily retail, industrial or other non-office type of use); (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting (collectively, the items described in this clause (4) being referred to herein as "**Costs of Reletting**")) (however, if Landlord relets the Premises for a term (the "**Relet Term**") that extends past the scheduled Expiration Date of this Lease (without consideration of any earlier termination pursuant to this Article 18), the Costs of Reletting shall be applied as provided herein based on the percentage that the length of the Term remaining hereunder on the date Landlord terminates the Lease or Tenant's right to possession bears to the length of the Relet Term. For example, if there are two (2) years left on the Term at the time that Landlord terminates possession and, prior to the expiration of such two year period, Landlord enters into a Relet Term of ten (10) years with a new tenant, 20% of the Proratable Costs of Reletting shall be considered in determining Landlord's damages); (5) performing Tenant's obligations which Tenant failed to perform; and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default. To the full extent permitted by Law, Landlord and Tenant agree the federal and state courts of the state in which the Premises

are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver**. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by a party hereto of any violation or breach of any of the terms contained herein by the other party shall waive such party's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) **Cumulative Remedies**. Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity; (2) shall be cumulative; and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

20. **Surrender of Premises**. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials placed on the Premises during the Term (unless caused by Landlord, its employees, agents or contractors), in broom-clean condition including cleaning of interior surface of all walls, flooring, ceiling and/or any roof deck due to Tenant's specific use (with such cleaning by commercial cleaning application as approved by Landlord), reasonable wear and tear (and condemnation and Casualty damage, as to which Section 14 and Section 15 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Tenant will remove all unattached trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally, at Landlord's option as described in Section 8(a), Tenant shall (not later than ten (10) days after the expiration or earlier termination of the Lease) remove such Specialty Alterations, as well as wiring, conduits, or cabling installed by Tenant; however, Tenant shall not be required to remove the initial Tenant Improvements, nor shall Tenant be required to remove any other improvement or addition to the Premises or the Project if Landlord has specifically agreed in writing that such other improvement or addition in question need not be removed. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's

option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord at Tenant's cost without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted under Section 20. The provisions of this Section 20 shall survive the expiration or earlier termination of the Lease.

21. **Holding Over**. If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the other Rent, Base Rent equal to the greater of i) one hundred fifty percent (150%) of the Base Rent payable during the last month of the Term or ii) the then prevailing Market Asking Rate for Class A Space in Redwood Shores as published by local area commercial real estate brokerages (as applicable, the "**Holdover Rate**"), and Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this **Section 21** shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at Law. **IF TENANT FAILS TO SURRENDER THE PREMISES UPON THE TERMINATION OR EXPIRATION OF THIS LEASE (EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE), IN ADDITION TO ANY OTHER LIABILITIES TO LANDLORD ACCRUING THEREFROM, TENANT SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL LOSS, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITY RESULTING FROM SUCH FAILURE, INCLUDING ANY CLAIMS MADE BY ANY SUCCEEDING TENANT FOUNDED UPON SUCH FAILURE TO SURRENDER, AND ANY LOST PROFITS TO LANDLORD RESULTING THEREFROM**. Notwithstanding the foregoing, if Tenant remains in the Premises at the end of the Term with the written consent of Landlord, then Tenant shall be a month-to-month tenant at the Holdover Rate, and Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease.

22. **Certain Rights Reserved by Landlord**. Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of or access to the Premises, Landlord shall have the following rights:

(a) **Building Operations**. To make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project or any part thereof; to enter upon the Premises (after giving Tenant reasonable notice thereof, which may be oral notice (i.e., telephone or electronic mail notice to Tenant's director of facilities or office manager), except in cases of real or apparent emergency, in which

case no notice shall be required) and, during the continuance of any such work, to interrupt or temporarily suspend Building services and facilities; and to change the name of the Building;

(b) **Security**. To take such reasonable security measures as Landlord deems advisable (provided, however, that any such security measures are for Landlord's own protection, and Tenant acknowledges that Landlord is not a guarantor of the security or safety of any Tenant Party and that such security matters are the responsibility of Tenant); including evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building;

(c) **Prospective Purchasers and Lenders**. To enter the Premises at all reasonable hours upon reasonable advance written notice to Tenant to show the Premises to prospective purchasers or lenders; and

(d) **Prospective Tenants**. At any time during the last twenty-four (24) months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence of an Event of Default, upon reasonable advance written notice to Tenant to enter the Premises at all reasonable hours to show the Premises to prospective tenants.

(e) **Condition on Non-Emergency Entry; Secured Access**. Tenant shall be entitled to have an employee of Tenant accompany all persons entering the Premises, provided Tenant makes such employee available at the time Landlord reasonably desires to enter the Premises. Notwithstanding anything to the contrary set forth in this Section 22, Tenant may designate in writing certain reasonable areas of the Premises as "**Secured Areas**" should Tenant require such areas for the purpose of securing certain valuable property or confidential information and in such event Landlord shall not enter such Secured Areas except in the event of an emergency; provided, however, that any separate locks restricting access to any Secured Area must nonetheless match with the Building's master keyset in order to allow Building management to access the Secured Area in the event of emergency. If Landlord must gain access to a Secured Area in a non-emergency situation, Landlord shall contact Tenant, and Landlord and Tenant shall arrange a mutually agreed upon time for Landlord to have such access. If Landlord determines, in good faith, that an emergency requires Landlord to gain access to a Secured Area, Landlord may enter the Secured Area without the necessity of advance notice to Tenant (except that Landlord will immediately notify Tenant thereafter of Landlord's entry). Landlord shall have no obligation to provide janitorial service or cleaning in any Secured Area to the extent that Tenant does not allow Landlord's janitorial staff to have access to such areas.

23. **Hazardous Materials.**

(a) During the Term of this Lease, Tenant shall comply with all Environmental Laws and Environmental Permits (each as defined in Section 23(i) below) applicable to the operation or use of the Premises, will cause all other persons occupying or using the Premises to comply with all such Environmental Laws and Environmental Permits, will immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance, and will obtain and renew all Environmental Permits required for operation or use of the Premises.

(b) Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials (as defined in Section 23(i) hereof) on the Premises, or the Project, or transport or permit the transportation of Hazardous Materials to or from the Premises or the Project except (i) for limited quantities used or stored at the Premises and required in connection with the routine operation and maintenance of the Premises such as office products and cleaning supplies, and then only in compliance with all applicable Environmental Laws, and (ii) as disclosed by Tenant in the Environmental Questionnaire attached as Exhibit I.

(c) At any time and from time to time during the term of this Lease, Landlord may perform an environmental site assessment report concerning the Premises, prepared by an environmental consulting firm chosen by Landlord, indicating the presence or absence of Hazardous Materials caused or permitted by Tenant and the potential cost of any compliance, removal or remedial action in connection with any such Hazardous Materials on the Premises. Tenant shall grant and hereby grants to Landlord and its agents access to the Premises and specifically grants Landlord an irrevocable non-exclusive license to undertake such an assessment. If such assessment report indicates the presence of Hazardous Materials caused or permitted by Tenant in violation of the terms of the Lease, then such report shall be at Tenant's sole cost and expense, and the cost of such assessment shall be immediately due and payable by Tenant to Landlord within thirty (30) days of receipt of an invoice therefor.

(d) Tenant will promptly advise Landlord in writing of any of the following: (1) any pending or threatened Environmental Claim (as defined in Section 23(i) below) against Tenant relating to the Premises or the Project; (2) any condition or occurrence on the Premises or the Project that (a) results in noncompliance by Tenant with any applicable Environmental Law, or (b) could reasonably be anticipated to form the basis of an Environmental Claim against Tenant or Landlord or the Premises; (3) any condition or occurrence on the Premises or any property adjoining the Premises that could reasonably be anticipated to cause the Premises to be subject to any restrictions on the ownership, occupancy, use or transferability of the Premises under any Environmental Law; and (4) the actual or anticipated taking of any removal or remedial action by Tenant in response to the actual or alleged presence of any Hazardous Material on the Premises or the Project. All such notices shall describe in

reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Tenant's response thereto. In addition, Tenant will provide Landlord with copies of all communications regarding the Premises with any governmental agency relating to Environmental Laws, all such communications with any person relating to Environmental Claims, and such detailed reports of any such Environmental Claim as may reasonably be requested by Landlord.

(e) Tenant will not change or permit to be changed the present use of the Premises unless Tenant shall have notified Landlord thereof in writing and Landlord shall have determined, in its sole and absolute discretion, that such change will not result in the presence of Hazardous Materials on the Premises except for those described in Section 23(b) above.

(f) **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND INDEMNITEES (as defined in Section 8.c) FROM AND AGAINST ALL OBLIGATIONS (INCLUDING REMOVAL AND REMEDIAL ACTIONS), LOSSES, CLAIMS, SUITS, JUDGMENTS, LIABILITIES, PENALTIES, DAMAGES (INCLUDING CONSEQUENTIAL AND PUNITIVE DAMAGES), COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES) OF ANY KIND OR NATURE WHATSOEVER THAT MAY AT ANY TIME BE INCURRED BY, IMPOSED ON OR ASSERTED AGAINST SUCH LANDLORD AND INDEMNITEES DIRECTLY OR INDIRECTLY BASED ON, OR ARISING OR RESULTING FROM (A) THE ACTUAL OR REASONABLY ALLEGED PRESENCE OF HAZARDOUS MATERIALS ON THE PROJECT WHICH IS CAUSED OR PERMITTED BY TENANT OR A TENANT PARTY AND (B) ANY ENVIRONMENTAL CLAIM RELATING IN ANY WAY TO TENANT'S OPERATION OR USE OF THE PREMISES (THE "TENANT HAZARDOUS MATERIALS INDEMNIFIED MATTERS"). THE FOREGOING INDEMNITY SHALL NOT INCLUDE ANY HAZARDOUS MATERIALS THAT WERE LOCATED AT THE PREMISES OR THE PROJECT ON THE DELIVERY DATE, NOR ANY HAZARDOUS MATERIALS PLACED ON THE PREMISES OR PROJECT BY LANDLORD, ITS EMPLOYEES, AGENTS, OR CONTRACTORS. THE PROVISIONS OF THIS SECTION 23 SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS LEASE.**

LANDLORD AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TENANT FROM AND AGAINST ALL OBLIGATIONS (INCLUDING REMOVAL AND REMEDIAL ACTIONS), LOSSES, CLAIMS, SUITS, JUDGMENTS, LIABILITIES, PENALTIES, DAMAGES (INCLUDING CONSEQUENTIAL AND PUNITIVE DAMAGES), COSTS AND EXPENSES (INCLUDING

REASONABLE ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES) OF ANY KIND OR NATURE WHATSOEVER THAT MAY AT ANY TIME BE INCURRED BY, IMPOSED ON OR ASSERTED AGAINST SUCH LANDLORD AND INDEMNITEES DIRECTLY OR INDIRECTLY BASED ON, OR ARISING OR RESULTING FROM THE ACTUAL OR REASONABLY ALLEGED PRESENCE OF HAZARDOUS MATERIALS ON THE PROJECT WHICH IS CAUSED OR PERMITTED BY LANDLORD OR LANDLORD'S EMPLOYEES, REPRESENTATIVES, AGENTS OR CONTRACTORS.

(g) To the extent that the undertaking in the preceding paragraphs may be unenforceable because it is violative of any law or public policy, Tenant will contribute the maximum portion that it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all Tenant Hazardous Materials Indemnified Matters incurred by Landlord and Indemnitees.

(h) All sums paid and costs incurred by Landlord with respect to any Hazardous Materials Indemnified Matter shall bear interest at the Default Rate from the date so paid or incurred until reimbursed by Tenant, and all such sums and costs shall be immediately due and payable on demand.

(i) "**Hazardous Materials**" means (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; (ii) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (iii) any other substance exposure which is regulated by any governmental authority; (b) "**Environmental Law**" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; (c) "**Environmental Claims**" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings,

consent orders or consent agreements relating in any way to any Environmental Law or any Environmental Permit, including without limitation (i) any and all Environmental Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment; (d) "**Environmental Permits**" means all permits, approvals, identification numbers, licenses and other authorizations required under any applicable Environmental Law.

24. **Miscellaneous**.

(a) **Landlord Transfer**. Landlord may transfer any portion of the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes Landlord's obligations hereunder in writing.

(b) **Landlord's Liability**. The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building or Project shall be limited to Tenant's actual direct, but not consequential (except as set forth in Section 23(f)), damages therefor and shall be recoverable only from the interest of Landlord in the Building (which shall be deemed to include the rental income at the Building, the proceeds of any sale of all or any portion of the Building as well as any insurance or condemnation proceeds), and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. Landlord's liability to Tenant shall be further limited to Landlord's equity interest in the Project. **ADDITIONALLY, TO THE EXTENT ALLOWED BY LAW, TENANT HEREBY WAIVES ANY STATUTORY LIEN IT MAY HAVE AGAINST LANDLORD OR ITS ASSETS, INCLUDING WITHOUT LIMITATION, THE BUILDING**.

(c) **Force Majeure**. Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God,

shortages of labor or materials, war, terrorism, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party (each a "**Force Majeure Event**"); provided that in each case, the party seeking the extension of time due to the Force Majeure Event shall have notified the other party of the event or condition giving rise to any such delay within five (5) Business Days after the requesting party learns of the occurrence of the event or condition and thereafter regularly (but in no event less often than weekly) kept the other party apprised of the status. If the party seeking the extension of time due to the Force Majeure Event fails to give notice of an event or condition that otherwise constitutes a Force Majeure Event within five (5) Business Days after it learns of such event or condition or fails to keep the other part regularly apprised of the status of such event or condition, as applicable, then such event or condition shall not constitute a Force Majeure Event hereunder unless and until the requesting party gives a notice that such Force Majeure Event is continuing and specifying the date of onset of the Force Majeure Event, in which event the duration of such Force Majeure Event shall be limited to the period of continuation commencing on the date of such notice of continuation and shall be subject to the continuing obligation that the requesting party thereafter regularly (but no less often than weekly) keeps the other party apprised of the status.

(d) **Brokerage**. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than as set forth in the Basic Lease Information. Landlord agrees to compensate the brokers identified in the Basic Lease Information pursuant to the provisions of a separate written agreement. **EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL COSTS, EXPENSES, ATTORNEYS' FEES, LIENS AND OTHER LIABILITY FOR COMMISSIONS OR OTHER COMPENSATION CLAIMED BY ANY BROKER OR AGENT CLAIMING THE SAME BY, THROUGH, OR UNDER THE INDEMNIFYING PARTY**. The foregoing indemnity shall survive the expiration or earlier termination of the Lease.

(e) **Estoppel Certificates**. From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) Business Days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise required by Landlord's Mortgagee or a prospective purchaser or mortgagee of the Building, the initial form of estoppel certificate to be signed by Tenant is attached hereto as **Exhibit G**. Similarly, within ten (10) Business Days, Landlord agrees to deliver to Tenant a similar statement which may be relied upon by any entity extending financing to Tenant, engaged in a merger or acquisition transaction with Tenant or proposing to engage in any assignment or sublease with Tenant.

(f) **Notices**. All notices and other communications given pursuant to this Lease shall be in writing and shall be: (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information; (2) hand delivered to the intended addressee; or (3) sent by a nationally recognized overnight courier service. All notices shall be effective upon the earlier to occur of actual receipt if delivered personally (provided that any notice so delivered on a weekend or holiday shall be deemed given on the next-succeeding Business Day), one (1) Business Day following deposit with a nationally recognized overnight courier service, or three (3) Business Days following deposit in the United States mail. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Separability**. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments; Binding Effect.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by a party hereto unless such waiver is in writing signed by the waiving party, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of a party hereto to insist upon the performance by the other in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment**. Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

(j) **No Merger**. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(k) **No Offer**. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(l) **Entire Agreement**. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(m) **Waiver of Jury Trial**. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO**.

(n) **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the state of California.

(o) **Recording**. Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord, which power of attorney is coupled with an interest and is non-revocable during the Term.

(p) **Joint and Several Liability.** If Tenant is comprised of more than one (1) party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(q) **Financial Reports**. The provisions of this Section 24(q) will apply only if at any time Tenant's financial statements (i.e., Forms 10K and 10Q) are not publicly available (for example, on the SEC website). Within thirty (30) days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements. If Tenant is a publicly traded corporation, Tenant may satisfy its obligations hereunder by providing to Landlord Tenant's most recent annual and quarterly reports. Landlord will not disclose any aspect of Tenant's financial statements that Tenant designates to Landlord as confidential except: (1) to Landlord's Mortgagee or prospective mortgagees or purchasers of the Building; (2) in litigation between Landlord and Tenant; and (3) if required by court order. Tenant shall not be required to deliver the financial statements required under this Section 24(q) more than once in any twelve (12) month period unless requested by Landlord's Mortgagee or a prospective buyer or lender of the Building or an Event of Default occurs.

(r) **Landlord's Fees**. Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(s) **Telecommunications**. Except as provided hereinbelow, Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Laws and Landlord's commercially reasonable policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to any Tenant Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating

thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

Notwithstanding the foregoing to the contrary, if Tenant requires the installation of one or more satellite dishes or other data transmission equipment on the roof of the Building (collectively, the "**Telecommunications Equipment**"), then upon thirty (30) days advance written notice to Landlord and subject to available capacity and Tenant's compliance with all applicable laws and Landlord's requirements for property and roof maintenance and repair, Tenant may place such Telecommunications Equipment on the roof of the Premises in a location reasonably approved by Landlord. The installation of the Telecommunications Equipment shall constitute an Alteration and shall be performed in accordance with and subject to the provisions of Article 8 of this Lease, and the Telecommunications Equipment shall be treated for all purposes of the Lease as if the same were Tenant's property. The cost of the Telecommunications Equipment and all costs of installing, maintaining and removing the Telecommunications Equipment shall be borne solely by Tenant. Upon the expiration of the Term or upon any earlier termination of the Lease, Tenant shall, at Tenant's sole cost and expense and subject to the control of and direction from Landlord, remove the Telecommunications Equipment, repair and damage caused thereby, and restore the roof to the condition existing prior to the installation of the Telecommunications Equipment, reasonable wear and tear excepted.

(t) **Authority**. Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so.

(u) **Waiver. LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED. TO THE EXTENT ALLOWED BY LAW, TENANT WAIVES THE BENEFIT OF ANY CONSUMER PROTECTION LAWS**.

(v) **Tenant Representation**. Tenant is not a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any such persons or entities.

(w) **Transportation Management**. Tenant shall comply with all present or future programs having the force of law intended to manage parking, transportation or traffic in and around the Complex, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

(x) **CC&Rs**. Tenant acknowledges that this Lease and Tenant's rights therein are subject to that certain Declaration of Covenants, Conditions and Restrictions for the Shores Business Center, dated _____, and recorded on _____ as Instrument No. _____ in the Official Records of San Mateo County, California (as the same has been and may be amended) (the "CC&Rs").

(y) **Disclosure**. Tenant hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building, the Project nor the Premises has undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:	101 REDWOOD SHORES LLC, a Delaware limited liability company	
	By:	/s/ Stephen Diamond
	Printed Name:	Stephen Diamond
	Title:	Manager
TENANT:	ZUORA, INC., a Delaware corporation	
	By:	/s/ Tyler Sloat
	Printed Name:	Tyler Sloat
	Title:	Chief Financial Officer
	By:	/s/ Tien Tzuo
	Printed Name:	Tien Tzuo
	Title:	Chief Executive Officer

EXHIBIT A

SITE PLAN DEPICTING PREMISES AND BUILDING

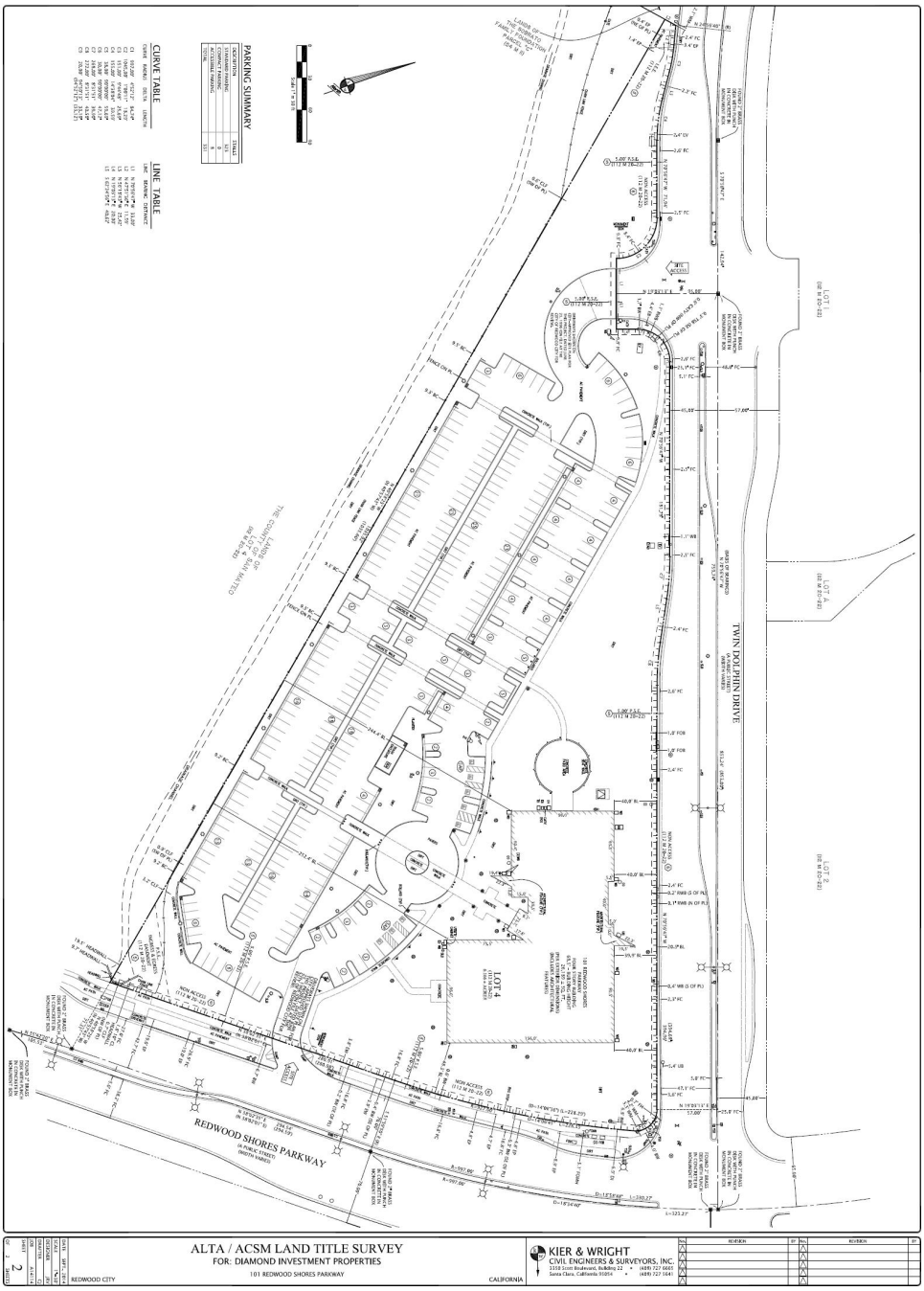


EXHIBIT B

DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDWOOD CITY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SHORES CENTER UNIT NO. 2, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON OCTOBER 15, 1984 IN BOOK 112 OF MAPS AT PAGE(S) 20-22.

APN: 095-220-200 and 095-220-210
JPN: 112-020-000-04T

EXHIBIT C

ADDITIONAL RENT:

COMMON AREA MAINTENANCE COSTS, UTILITIES, TAXES, AND INSURANCE

1. **Additional Rent**. Tenant shall pay to Landlord all costs of Common Area Maintenance Costs, Utilities, Taxes, and Insurance for the Project ("Additional Rent"). Landlord may make a good faith estimate of the Additional Rent to be due by Tenant for any calendar year or part thereof during the Term. Commencing upon the Commencement Date, and during each calendar year or partial calendar year of the Term and any period Tenant occupies a portion of the Premises before the Term commences, Tenant shall pay to Landlord, in advance concurrently with each monthly installment of Base Rent, an amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein. From time to time, Landlord may estimate and re-estimate the Additional Rent to be due by Tenant and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, the monthly installments of Additional Rent payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid all of the Additional Rent as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Common Area Maintenance Costs are available for each calendar year.

2. **Common Area Maintenance Costs**. Tenant shall pay all "**Common Area Maintenance Costs**", which shall consist of all expenses and disbursements (subject to the limitations set forth below) that Landlord incurs in connection with the ownership, operation, and maintenance of the Project, the Building, and the Building's Systems, as applicable, determined in accordance with sound accounting principles consistently applied, including the following costs: (a) wages and salaries of all on-site employees at or below the grade of senior building manager engaged in the operation, maintenance, repair or security of the Project, the Building, and the Building's Systems, including taxes, insurance and benefits relating thereto (together with Landlord's reasonable allocation of expenses of off-site employees at or below the grade of senior building manager who perform a portion of their services in connection with the operation, maintenance or security of the Project, the Building, and the Building's Systems; provided, that if any such employees of Landlord provide services for more than one building of Landlord, then a prorated portion of such employees' wages, benefits and taxes shall be included in Common Area Maintenance Costs based on the portion of their working time devoted to the Project); (b) all supplies, and materials used in the operation, maintenance, repair, replacement, and security of the Project, the Building, and the Building's Systems; (c) service, maintenance and management contracts with independent contractors for the operation, maintenance, management, repair, replacement, or security of the Project, the Building, and the Building's Systems; (d) repair,

maintenance, replacement and supply of the Building Systems; (e) landscaping and gardening of the Common Area; (f) lighting, repaving, restriping, repairing, and maintaining the Common Areas, including the parking areas and sidewalks; (g) janitorial services, exterior building cleaning and window washing, trash removal, and any other similar work performed on the Project, and all supplies, tools and equipment required in connection therewith; (h) dedicated employee shuttle services or other services that Tenant requests the Landlord to provide for the Project and Landlord agrees to provide in its sole discretion; (i) costs for improvements made following the Commencement Date to the Project, the Building, and the Building's Systems which, although capital in nature, are (i) expected to result in a net reduction of the normal Common Area Maintenance Costs (including all utility costs) of the Project, as amortized using a commercially reasonable interest rate over the time period reasonably estimated by Landlord to recover the costs thereof taking into consideration the anticipated cost savings, as determined by Landlord using its good faith, commercially reasonable judgment, as well as (ii) capital improvements made in order to comply with any Law promulgated after the Commencement Date by any governmental authority or any interpretation rendered after the Commencement Date with respect to any existing Law, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined by Landlord in its reasonable discretion, as well as (iii) capital improvements made to improve the health, safety and welfare of the Project in general (i.e., not a specific Building) and its occupants , as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined by Landlord in its reasonable discretion the items described in clauses (i), (ii) and (iii), collectively, "**Permitted Capital Expenditures**"); (j) property management fees equal to three percent (3%) of gross revenue charged by Owner's property manager or by Owner, whether or not Landlord employs a third party managing agent; and (k) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument now or hereafter affecting the Complex, including, without limitation, the CC&Rs, including any fees charged by the Complex's owner's association.

Common Area Maintenance Costs shall not include costs for: (1) repair, replacements and general maintenance paid by proceeds of insurance or by Tenant or other third parties; (2) interest, amortization or other payments on loans to Landlord; (3) depreciation; (4) leasing commissions; (5) legal expenses; (6) renovating or otherwise improving space for lease to other tenants; (7) Utilities, Taxes, and Insurance which are paid separately pursuant to Sections 3, 4, and 5 below; (8) federal, state and local income taxes imposed on or measured by the income of Landlord from the operation of the Project; (9) costs of a capital nature other than Permitted Capital Expenditures described in Section 2 of this Exhibit; (10) salaries of officers and executives of Landlord at the level of Senior Building Manager or above; (11) the cost of any work or service performed for any tenant of the Building (other than Tenant) to a materially greater extent or in a materially more favorable manner than that furnished

generally to the tenants and other occupants (including Tenant); (12) all costs of cleanup, removal, investigation and/or remediation (collectively, "**Remediation Costs**") of any Hazardous Materials in, on or under the Project the extent such Hazardous Materials are (x) in existence as of the Delivery Date and in violation of applicable Laws, or (y) introduced onto the Project after the Delivery Date by Landlord or any of Landlord's agents, employees, contractors or tenants or other third parties not related to Tenant in violation of applicable Laws; (13) the cost of any repairs, alterations, additions, changes, replacements and other items which are made in order to prepare for a new tenant's occupancy; (14) any advertising expenses; (15) interest and penalties due to late payment of any amounts owed by Landlord, except such as may be incurred as a result of Tenant's failure to timely pay its portion of such amounts or as a result of Landlord's contesting such amounts in good faith; (16) costs related to the existence and maintenance of Landlord as a legal entity, except to the extent attributable to the operation and management of the Project; (17) the cost of any work or service performed for any tenant (including Tenant) at such tenant's cost; (18) political or charitable contributions; (19) ground rent payable under any ground lease; (20) the cost of any utilities consumed in other buildings in the Project; (21) any cost which represents work performed exclusively for one or more buildings in the Project (but not the Building) and (22) any cost incurred by Landlord to perform the Additional Landlord Improvements.

3. **Utilities**. Tenant shall pay all water, electricity, sewerage, gas, telephone and other utilities for the Premises, either by reimbursement to Landlord or (at Tenant's election) by directly contracting from the public utility company furnishing same. Any meters required in connection therewith shall be installed at Tenant's sole cost.

4. **Taxes**. Tenant shall pay Tenant's Proportionate Share of all Taxes for the Project for each year and partial year falling within the Term. Tenant shall pay Tenant's Proportionate Share of Taxes in the same manner as provided above for Tenant's Proportionate Share of Common Area Maintenance Costs. "**Taxes**" shall mean taxes, assessments, and governmental charges or fees whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments (including non-governmental assessments for common charges under a restrictive covenant or other private agreement that are not treated as part of Common Area Maintenance Costs) now or hereafter attributable to the Project (or its operation), excluding, however, penalties and interest thereon and federal and state taxes on income (if the present method of taxation changes so that in lieu of or in addition to the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Project, then all such taxes, assessments, or

charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for purposes hereof). Taxes shall include the costs of consultants retained in an effort to lower taxes and all costs incurred in disputing any taxes or in seeking to lower the tax valuation of the Project. Taxes shall also include any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that **Proposition 13** was adopted by the voters of the State of California in the June 1978 election ("Proposition 13") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, conservation, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13, Taxes shall also include any governmental or private assessments or the Building's or Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of Taxes for purposes of this Lease. If Landlord receives a refund of Taxes, or a credit against its future Taxes, for any calendar year, Landlord shall either pay to Tenant, or credit against subsequent payments of Rent due hereunder, an amount equal to Tenant's Proportionate Share of the refund, net of any reasonable expenses incurred by Landlord in achieving such refund; provided, however, if this Lease shall have expired or is otherwise terminated, Landlord shall refund in cash any such refund or credit due to Tenant within thirty (30) days after Landlord's receipt of such refund or its receipt of such credit against future Taxes. Landlord's obligation to so refund to Tenant any such refund or credit of Taxes shall survive such expiration or termination. Tenant shall reimburse Landlord, as Additional Rent, upon demand for any and all taxes required to be paid by Landlord, excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when: (a) said taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, including the Tenant Improvements, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a building standard build out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord; (b) said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project used by Tenant in

connection with this Lease; or (c) said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

5. **Insurance**. Tenant shall pay Tenant's Proportionate Share of the cost of all Insurance for the Project for each year and partial year falling within the Term. Tenant shall pay Tenant's Proportionate Share of Insurance in the same manner as provided above for Tenant's Proportionate Share of Common Area Maintenance Costs. "**Insurance**" shall mean property, liability and other insurance coverages carried by Landlord, including without limitation deductibles and risk retention programs and an allocation of a portion of the cost of blanket insurance policies maintained by Landlord and/or its affiliates. Notwithstanding the foregoing, if and to the extent that Landlord incurs a deductible payment under any policy of earthquake insurance which deductible payment is in excess of Fifty Thousand Dollars ($50,000.00), then each payment shall, for the purposes of inclusion in this Section 5, be treated in the same manner as a Permitted Capital Expenditure, with a useful life of ten (10) years.

6. **Common Area Maintenance, Utilities, Tax and Insurance Statement**. By April 1 of each calendar year, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Common Area Maintenance Costs, Utilities, Taxes, and Insurance for the Project for the previous year, adjusted as provided in Section 6 of this Exhibit (the "**Common Area Maintenance, Utilities, Tax and Insurance Statement**"). If Tenant's estimated payments of Common Area Maintenance or Utilities or Taxes or Insurance for the Project under this Exhibit C for the year covered by the Common Area Maintenance Costs, Utilities, Tax and Insurance Statement exceed Tenant's share of such items as indicated in the Common Area Maintenance, Utilities, Tax and Insurance Statement, then Landlord shall promptly credit or reimburse Tenant for such excess; likewise, if Tenant's estimated payments of Common Area Maintenance, Utilities, Taxes and Insurance under this Exhibit C for such year are less than Tenant's share of such items as indicated in the Common Area Maintenance, Utilities, Tax and Insurance Statement, then Tenant shall promptly pay Landlord such deficiency, notwithstanding that the Term has expired and Tenant has vacated the Premises.

Within one hundred eighty (180) days after receipt of a Common Area Maintenance, Utilities, Tax and Insurance Statement by Tenant, if Tenant desires to review Landlord's books and records regarding the amount of Additional Rent set forth in the Common Area Maintenance, Utilities, Tax and Insurance Statement, a reputable certified public accountant (which accountant has had previous experience in reviewing financial operating records of landlords of office buildings; provided that such accountant is not retained by Tenant on a contingency fee basis), designated and paid for by Tenant, may, after reasonable notice to Landlord and at reasonable times, inspect Landlord's records at Landlord's offices, provided that no Event of Default on the part of Tenant then exists. In

connection with such inspection, Tenant and Tenant's agents must agree in advance to abide by Landlord's reasonable rules and procedures regarding inspections of Landlord's records, and shall execute a commercially reasonable confidentiality agreement regarding such inspection. Tenant's failure to so elect to review Landlord's books and records within one hundred eighty (180) days of Tenant's receipt of such Common Area Maintenance, Utilities, Tax and Insurance Statement shall be deemed to be Tenant's approval of such Common Area Maintenance, Utilities, Tax and Insurance Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Common Area Maintenance, Utilities, Tax and Insurance Statement. If after such inspection, Tenant disputes such Additional Rent, a certification as to the proper amount shall be made, at Tenant's expense, by an independent certified public accountant (the "**Accountant**") selected by Landlord and subject to Tenant's reasonable approval; provided that if such certification by the Accountant proves that Common Area Maintenance, Utilities, Tax and Insurance Statement were overstated by more than five percent (5%) in aggregate, then the cost of the Accountant (as well as the cost of Tenant's initial review) and the cost of such certification (up to five thousand dollars ($5,000.00)) shall be paid for by Landlord. In no event shall this Section 5 be deemed to allow any review of any Landlord's records by any subtenant of Tenant (approved by Landlord). Tenant agrees that this Section 5 shall be the sole method to be used by Tenant to dispute the amount of any Additional Rent payable or not payable by Tenant pursuant to the terms of this Lease, and Tenant hereby waives any other rights at law or in equity relating thereto.

7. **Gross-Up**. With respect to any calendar year or partial calendar year in which the Project is not occupied to the extent of 95% of the rentable area thereof, or Landlord is not supplying services to 95% of the rentable area thereof, the portion of Common Area Maintenance Costs for such period which vary by occupancy shall, for the purposes hereof, be increased to the amount which would have been incurred had the Building been occupied to the extent of 95% of the rentable area thereof and Landlord had been supplying services to 95% of the rentable area thereof.

EXHIBIT D

WORK LETTER INCLUDING TENANT IMPROVEMENT ALLOWANCE

1. **Tenant Improvement Allowance**.

1.1 Tenant shall be entitled to a Tenant improvement allowance (the "**Tenant Improvement Allowance**") in the amount of $100.00 per RSF, for a total of $10,032,800.00, for costs relating to the initial design, permitting, project management and construction of improvements to the Building (the "**Tenant Improvements**"). In no event shall Landlord be obligated to pay a total amount which exceeds the Tenant Improvement Allowance.

1.2 Tenant shall utilize not less than $50.00 per rentable square foot of the Tenant Improvement Allowance and/or Tenant's funds on each floor of the Building. The following may be performed and paid for by Tenant, but are excluded from reimbursement or payment utilizing the Tenant Improvement Allowance: furniture, fixtures, and equipment, TV monitors, TV cabling and service, AV systems, IT cabling and infrastructure, signage (except for code compliance signage), reception desk, security turnstile, key card security systems, security cameras, break room appliances, moving & relocation, and server room installation (the "**Excluded Items**").

2. **Disbursement of the Tenant Improvement Allowance**. The Tenant Improvement Allowance shall be disbursed by Landlord only for the following items and costs (collectively the "**Tenant Improvement Allowance Items**"):

2.1 Payment of (i) the fees of consultants retained in connection with the design, engineering and construction of the Tenant Improvements, (ii) the payment of plan check, permit and license fees relating to construction of the Tenant Improvements and other permitting costs, and (iii) any other reasonable hard or soft costs related to the design, engineering and construction of the Tenant Improvements;

2.2 Payment of the reasonable fees incurred by, and the cost of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of the Construction Drawings (defined below);

2.3 The cost of construction of the Tenant Improvements, including, contractors' fees and general conditions;

2.4 The cost of any changes in the Base Building when such changes are required by the Construction Drawings, such cost to include all direct architectural and/or engineering fees and expenses incurred in connection therewith;

2.5 The cost of any changes to the Construction Drawings or Tenant Improvements required by Applicable Laws; and

2.6 The cost of any Landlord-approved Tenant change items.

For avoidance of doubt, Tenant shall not be responsible for paying Landlord or any affiliate or contractor of Landlord, nor shall the Tenant Improvement Allowance be deducted or reduce to account for, a construction management or construction supervision fee in connection with the Tenant Improvements.

Landlord shall pay installments of the Tenant Improvement Allowance periodically as design and construction is carried out within thirty (30) days after receipt by Landlord of (a) an itemized statement of Tenant Improvement expenses, accompanied by reasonably detailed invoices and other supporting information as is reasonably requested

by Landlord or its consultants engaged to review and evaluate such payment requests which adequately describe the work performed and the materials provided which are the basis for the requested installment payment hereunder, (b) conditional lien releases upon progress payment, except for disbursements made on account of retainage or the final 5% of the Tenant Improvement Allowance (the "**Retainage**") for which conditional lien releases upon final payment shall be required, in the form required under California Civil Code Section 3262 from all contractors, subcontractors, and materialmen who shall have furnished materials or supplies or performed work or services in connection with the Tenant Improvements and who will be paid from the applicable installment, and (c) unconditional releases upon progress payment or unconditional releases upon final payment, as applicable, in the form required under California Civil Code Section 3262 from all contractors, subcontractors, and materialmen with respect to whom Landlord previously disbursed funds to Tenant.

In the event that the Contractor's Contract for Tenant Improvements exceeds the amount of the Tenant Improvement Allowance (then remaining), Tenant will be responsible for the payment of the amount by which the remaining Contract balance exceeds the Tenant Improvement Allowance (then remaining) following the disbursement of the Tenant Improvement Allowance (except for the Retainage). Landlord shall not have any obligation to pay the Tenant Improvement Allowance (a) for so long as a Default by Tenant exists, (b) if a lien has been filed with respect to the Tenant Improvements that has not been released or bonded over within ten (10) business days following notice of such lien to Tenant, (c) if Tenant is in violation of the terms of the applicable permits for the Tenant Improvements, or (d) if the insurance required under this Lease is not in full force and effect. Any portion of the Tenant Improvement Allowance not drawn or requested to be paid by Tenant by December 31, 2020 (the "**Outside Allowance Date**") shall be forfeited, provided, however, that the Outside Allowance Date shall be delayed on a day-for-day basis for each day that Tenant Improvements are delayed due to Landlord Delay or by events of force majeure, and provided that Tenant notifies Landlord promptly of any such force majeure event).

If Landlord, in good faith, disputes any item in a request for payment and delivers a written objection to such item setting forth with reasonable particularity Landlord's reasons for its dispute (a "**Draw Dispute Notice**") within ten (10) business days following Landlord's receipt of such draw request, Landlord may deduct the amount of such disputed item from the payment. Landlord and Tenant shall, in good faith, endeavor to resolve any such dispute with diligence and dispatch. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

If and to the extent that Landlord fails to fund any monthly disbursement of the Allowance within thirty (30) days following Landlord's receipt of a draw request (subject to Landlord's right to deduct amounts specified in a timely Draw Dispute Notice), Tenant shall be entitled to fund the amount set forth in Tenant's draw request and deduct that portion of the same which exceeds the amount duly disputed in the Draw Dispute Notice from Rent next due and payable by Tenant under the Lease, provided that Tenant will concurrently deliver notice to Landlord of the amount so funded by Tenant and provided further that in no event will Tenant be entitled to offset more than fifty percent (50%) of the Base Rent payable in any calendar month. If and to the extent that Landlord timely delivers any Draw Dispute Notice, Landlord shall nevertheless be obligated to fund the portion of such draw request, if any, which Landlord has not duly disputed, and Tenant shall only be entitled to fund the undisputed amount of such draw request to the extent Landlord fails to so fund such amount. If Tenant commences to offset unfunded draw amounts, Landlord shall have the right, at any time, to pay to Tenant all or any portion of the then-unfunded amount, in which event Tenant shall have no further right to continue such offset with respect to the amount so paid.

3. **Construction Drawings**.

3.1 Tenant shall retain an architect/space planner reasonably approved by Landlord (the "**Architect**") to prepare the Construction Drawings; Landlord hereby approves AP+I as the Architect if Tenant elects to retain AP+I as the Architect. Tenant shall, if necessary, retain engineering consultants reasonably approved by Landlord (the "**Engineers**") to prepare all engineering working drawings. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "**Construction Drawings.**"

3.2 All Construction Drawings shall be subject to Landlord's reasonable approval, which approval shall not be unreasonably withheld. The parties agree that it shall be reasonable for Landlord to deny consent to removal of the stairways within the Building. Tenant shall supply Landlord with one (1) copy of its final space plan in CADD format. The final space plan (the "**Final Space Plan**") shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request, to the extent reasonable, clarification for special use items not included in the Final Space Plan. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Space Plan for the Building if the same is approved or disapproved; provided, however, Landlord may not unreasonably withhold its consent. If Tenant is so advised, Tenant shall cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require, in such event, the scope of Landlord's review of such revised Final Space Plan will be limited to Tenant's correction of the items noted in Landlord's notice of disbursement.

3.3 After the Final Space Plan has been approved by Landlord, Tenant shall cause the Architect and the Engineers to complete the architectural and engineering drawings for the Tenant Improvements, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits (collectively, the "**Final Working Drawings**") and shall submit the same to Landlord for Landlord's approval, which approval shall not be unreasonably withheld. Tenant shall supply Landlord via electronic mail one (1) CADD format copy of such Final Working Drawings. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Working Drawings for the Building if the same is approved or disapproved; Landlord's approval will not be unreasonably withheld. If Landlord reasonably disapproves of the Final Working Drawings (or any portion thereof), Tenant shall revise the Final Working Drawings in accordance with such disapproval of Landlord in connection therewith.

3.4 The Final Working Drawings, once approved by Landlord pursuant to Section 3.3 above, shall be referred to herein as the "**Approved Working Drawings**". Tenant shall obtain approval of the Final Working Drawings prior to submission of the same to the appropriate municipal authorities for all applicable building permits. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Building and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy.

3.5 Notwithstanding the procedures set forth in Sections 3.3 and 3.4 above, Landlord acknowledges that Tenant may elect to use plans and drawings prepared by Architect for the purpose of retaining so-called design-build subcontractors (the "**Design-Build Subcontractors**") for the design (including preparation of plans and working drawings) and completion of some or all of the Tenant Improvements in which event Landlord shall have the right to review and approve the scope and design of all improvements proposed to be performed by the Design-Build Subcontractors. All third party costs incurred by Landlord in connection with Landlord's review of the scope and design of improvements proposed to be

performed by the Design-Build Subcontractors shall be at Tenant's cost and may be deducted from the Tenant Improvement Allowance.

3.6 No material changes, modifications or alterations in the Approved Working Drawings, other than de minimis changes, modifications or alterations, may be made without notice to Landlord. Landlord shall advise Tenant within five (5) business days after Landlord's receipt such notice if the same is approved or disapproved; provided, however, Landlord may not unreasonably withhold its consent. For such purposes, Tenant, Contractor (defined below) and Architect will hold weekly construction status meetings to which Landlord will be invited, and, as part of the agenda for any such weekly status meeting, any material changes to the Approved Working Drawings will be discussed.

4. **Construction of Tenant Improvements**.

4.1 Tenant shall retain one of the following general contractors (the "**Contractor**") for the construction of the Tenant Improvements: Hathaway Dinwiddie Construction, Skyline Construction, NOVO, Dome, and Cody Brock. Prior to entering into any contract with the Contractor, Tenant shall submit such contract to Landlord for its review and consent (not to be unreasonably withheld) for the sole purpose of confirming that such contract complies with the provisions of the Work Letter.

4.2 Tenant shall cause the Contractor to agree that: (i) the Tenant Improvements shall be constructed in strict accordance with the Approved Working Drawings; (ii) Tenant and the Contractor shall abide by all rules made by Landlord's Building manager with respect to performance of construction in the Building, including the handling of deliveries, use of elevators, storage of materials, and any other matter in connection with the construction of the Tenant Improvements; and (iii) all reasonable safety precautions must be taken throughout construction.

4.3 Throughout the course of the Tenant Improvement Work, Tenant and its Contractor shall maintain such insurance coverage as is commercially standard for such construction work.

4.4 Tenant or its Contractor must obtain all applicable building permits and approvals for the construction of Tenant Improvements, and such Tenant Improvements must be constructed in accordance with Applicable Laws, including ADA and Title 24.

4.5 With regards to any work to be performed on the Building Systems and subsystems, Tenant and its Contractor shall use those subcontractors that regularly maintain and manage such systems, and such work will include design, components, distribution, and installation to meet Landlord's specifications for the operations of the Building; any such subsequent contractors with whom Tenant or Contractor are required to contract will charge commercially reasonable rates for the services involved, or Tenant shall have the right to propose reasonably acceptable substitute contractors or sub-contractors to perform such work, subject to Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed.

4.6 At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) to deliver to Landlord two (2) sets of copies of such record set of drawings within ninety (90) days following issuance of a certificate of occupancy, and (ii) Tenant shall deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems.

5. **Indemnification**. Tenant hereby releases Landlord and acknowledges that Landlord shall have no liability in connection with the construction and performance of Tenant Improvements except to the extent of any injury, damage or claim arising out of the gross negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors, and, in any such event, subject to the provisions of the waiver of subrogation contained in the Lease. Tenant shall indemnify and hold Landlord harmless with respect to any and all costs, losses, damages, delays, injuries, and liabilities related in any way to any act or omission of Tenant or the Contractor, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount arising out of the Tenant Improvements and/or Tenant's disapproval of all or any portion of any request for payment.

6. **Ownership of Improvements**. All Tenant Improvements and any other appurtenances, fixtures, improvements, equipment, additions, and property permanently attached to or installed in the Building as the commencement of or during the Term, shall at the end of the Term become Landlord's property without compensation to Tenant; provided however, that this section shall not apply to Tenant's furniture, fixtures, and equipment that is not attached to the Building, which can be removed without material damage to the Building, and which is not purchased using the Tenant Improvement Allowance.

7. **Additional Landlord Improvements**. In addition to providing the Tenant Improvement Allowance, Landlord shall perform the following exterior improvements at its sole cost and expense:

7.1. Building Entry Arches: The new Large Steel Arches at the entry to the building shall be painted in Dark Gray color.

7.2. Building Entry 101: A new Stainless Steel "101" building address number shall be installed atop the Arches.

7.3. Building Entry Doors: New hardware and mechanisms shall be installed on the entry doors, and the entry doors and frames shall be refinished in Dark Gray color to match Arches; Landlord to ensure that all such doors close smoothly without slamming.

7.4. Building Entry Vestibule: The old 101 numbers and phone shall be removed, and the entry vestibule will be repainted Light Gray.

7.5. Building Sconce Lights: The existing White Sconce Lights on the exterior of the building shall be replaced with new Metallic Covers and LED Bulbs.

7.6. Exterior Light Bollards: The existing Light Bollards shall be replaced with new modern Light Bollards and LED Bulbs.

7.7. Landscaping: The Landscaping around the exterior of the building shall be replanted where damaged or missing so that all site Landscaping is in good condition and consistent quality.

7.8. Parking Lot: Repair, slurry, seal, and stripe the parking lot; deliver parking lot lighting in good working order. (To the best of Landlord's knowledge, the Parking Lot is compliant with ADA.)

7.9. Professionally clean the exterior of the Building to remove water stains, marks, etc.

8. **Tenant's Representative**. Tenant has designated [**] ([**]) ("**Tenant's Representative**"), as its representative with respect to the performance of the Tenant Improvements who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant, unless Tenant provides Landlord with written notice to the contrary. Landlord acknowledges that, if Tenant retains a project manager to assist in coordinating

construction, Tenant may additionally designate such project manager as Additional Tenant Representative for the purposes of this Section 8.

9. **Landlord's Representative**. Landlord has designated [**] ([**]) and [**] ([**]) (each a "**Landlord's Representative**") as its representative with respect to the performance of the Tenant Improvements, who each, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord.

EXHIBIT E

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the parking area associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.

3. No signs, advertisements or notices (other than those that are not visible outside the Premises) shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord.

4. No tenant shall place any additional door locks in its leased premises without Landlord's prior written consent. The foregoing will not preclude Tenant from installing its own security system governing access to the Premises.

5. In connection with the movement in or out of the Building of furniture, fixtures or equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials, each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement.

6. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner reasonably acceptable to Landlord which may include the use of such supporting devices as Landlord may reasonably require. All damages to the Building caused by the installation or removal of any property of a tenant or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

7. No birds or animals (other than seeing-eye or emotional support dogs) shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

8. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises (other than such vibrations and noises as are typical for an office building) or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

9. No tenant shall use or keep in the Building any flammable or explosive fluid or substance (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws).

10. Landlord will not be responsible for lost or stolen personal property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

11. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord, other than those used for Tenant's employees.

12. Tenant shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.

13. All vehicles which are parked in the parking facility serving the Building are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicles may be stored in the parking areas (overnight parking by Tenant's employees will not be deemed "storage" for the purposes of this Rule #13). No vehicle shall be parked as a "billboard" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver. Landlord may place a "boot" on the vehicle to immobilize it and may levy a charge of $100.00 to remove the "boot."

14. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by Landlord or the Building manager.

15. Tenant shall not permit its employees, invitees or guests to smoke in the Premises, nor shall any tenant permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.

16. Canvassing, soliciting or peddling in or about the Premises or the Property is prohibited and Tenant shall cooperate to prevent same.

17. Tenant shall not advertise for temporary laborers giving the Premises or the Project as an address, nor pay such laborers at a location in the Premises or the Project.

18. Tenant shall park trailers and other oversized vehicles only in areas designated by Landlord for the parking of trailers or oversized vehicles. Tenant shall not park trailers and other oversized vehicles in streets or other public areas in the Project or Complex.

19. Tenant shall not utilize the Premises or Project for outside storage except with the written consent of Landlord. The prohibition against outside storage includes, but is not limited to, equipment, materials, vehicles, campers, trailers, boats, barrels, pallets, and trash (other than in containers provided by commercial trash collectors which are picked up on a regularly scheduled basis).

EXHIBIT F

CONFIRMATION OF COMMENCEMENT DATE

_____ ___, 201_

Zuora, Inc.
101 Redwood Shores Parkway
Redwood City, CA 94065

Re: Lease Agreement (the "Lease") dated March 19, 2019, between 101 REDWOOD SHORES LLC, a Delaware limited liability company ("Landlord"), and ZUORA, INC., a Delaware corporation ("Tenant"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

1. Condition of Premises. Tenant has accepted possession of the Premises in their AS IS condition on the Effective Date pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant in all respects, subject to the completion of Punch List Items. Furthermore, Tenant acknowledges that the Premises are suitable for the Permitted Use.

2. Commencement Date. The Commencement Date of the Lease is _____ ___, 20__.

3. Expiration Date. The Term is scheduled to expire on the last day of the one hundred twenty-seventh (127th) full calendar month of the Term, which date is _____, 20__.

4. Contact Person. Tenant's contact person in the Premises is:

Zuora, Inc.
101 Redwood Shores Parkway
Redwood City, CA 94065
Attention: [**]
Telephone: [**]
Telecopy: _____

5. Base Rent. Base Rent shall be payable monthly in advance in accordance with the following schedule:

Lease Month	Annual Base Rent	Monthly Base Rent	Monthly Rental Rate Per RSF
1 - 12*	$5,357,520	$446,460	$4.45
13 - 24	$5,518,248	$459,854	$4.58
25 - 36	$5,683,800	$473,650	$4.72
37 - 48	$5,854,320	$487,860	$4.86
49 - 60	$6,029,952	$502,496	$5.01
61 - 72	$6,210,852	$517,571	$5.16
73 - 84	$6,397,176	$533,098	$5.31
85 - 96	$6,589,092	$549,091	$5.47
97 - 108	$6,786,768	$565,564	$5.64
109 - 120	$6,990,372	$582,531	$5.81
121 - 127	$7,200,084	$600,007	$5.98

6. Ratification. Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no current defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, and (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

7. Binding Effect; Governing Law. Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this letter and the terms of the Lease, the terms of this letter shall prevail. This letter shall be governed by the laws of the state in which the Premises are located.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

Sincerely,

101 Redwood Shores LLC,
a Delaware limited liability
company

By: _____

Printed
Name: _____

Title: _____

Agreed and accepted:

ZUORA, INC.,
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

EXHIBIT G

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned is the Tenant under the Lease (defined below) between _____, a _____, as Landlord, and the undersigned as Tenant, for the Premises on the _____ floor(s) of the office building located at _____, _____ and commonly known as _____, and hereby certifies as follows:

1. The Lease consists of the original Lease Agreement dated as of _____, 20___ between Tenant and Landlord [‘s predecessor-in-interest] and the following amendments or modifications thereto (if none, please state “none”): _____

_____

_____

_____

The documents listed above are herein collectively referred to as the “Lease” and represent the entire agreement between the parties with respect to the Premises. All capitalized terms used herein but not defined shall be given the meaning assigned to them in the Lease.

2. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Section 1 above.

3. The Term commenced on _____, 20__, and the Term expires, excluding any renewal options, on _____, 20__, and Tenant has no option to purchase all or any part of the Premises or the Building or, except as expressly set forth in the Lease, any option to terminate or cancel the Lease.

4. Tenant currently occupies the Premises described in the Lease and Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows (if none, please state “none”):

_____

_____

_____

5. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is $_____.

6. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and, to Tenant’s knowledge, Landlord is not in default thereunder. In addition, Tenant has not delivered any notice to Landlord regarding a default by Landlord thereunder.

7. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned’s knowledge, claims or any basis for a claim, that the undersigned has against Landlord and no event has occurred and no

condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

8. Except for any mandatory pre-payment of first (1st) month's Base Rent, no rental has been paid more than thirty (30) days in advance and no security deposit has been delivered to Landlord except as provided in the Lease.

9. If Tenant is a corporation, partnership or other business entity, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

10. There are no actions pending against Tenant under any bankruptcy or similar laws of the United States or any state.

11. Other than as approved by Landlord in writing and used in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any Hazardous Materials in the Premises.

12. All tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease (subject to the completion of Punch List items) and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full.

Tenant acknowledges that this Estoppel Certificate may be delivered to Landlord, Landlord's Mortgagee or to a prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such

loan or acquiring such property. Notwithstanding the foregoing, in no event will this Estoppel Certificate be deemed to amend or revise any of the expressed terms of the Lease.

Executed as of _____, 20__.

TENANT:

_____

a _____

By: _____

Name: _____

Title: _____

EXHIBIT H

RENEWAL OPTION

Provided that an uncured Event of Default does not exist at the time of such election and at any time prior to the commencement of the extended Term and Tenant is as of the date of Tenant's delivery of Tenant's Election Notice, then occupying at least seventy percent (70%) of the Premises at the time of such election, Tenant may renew the Term for one (1) additional period of seven (7) years, by delivering written notice of the exercise thereof to Landlord not earlier than fifteen (15) months nor later than twelve (12) months before the expiration of the then-current Term ("**Tenant's Election Notice**"). The Base Rent payable for each month during such extended Term shall be equal to the prevailing rental rate with annual escalations (the "**Prevailing Rental Rate**"), at the commencement of such extended Term, for leases of space in comparable buildings located within South San Mateo County, California, of equivalent quality, size, utility and location ("**Comparable Buildings**" and such transactions, "**Comparable Transactions**"), with the length of the extended Term and the credit standing of Tenant to be taken into account; if such Comparable Buildings, or comparable space within Comparable Buildings or Comparable Transactions are not available, adjustments shall be made in the determination to reflect the age and quality of the Building and Premises as contrasted to other buildings and transactions used for comparison purposes, taking into consideration size, location, proposed term of the lease, extent of services to be provided, the time that the particular rate under consideration became or is to become effective, as well as all then-relevant concessions and inducements including, if applicable, the following concessions: (i) the amount of protection received by tenants in connection with the payment of operating expenses and taxes (i.e., base year or expense stop, if any), (ii) rental abatement concessions being given such tenants, if any, (iii) improvement allowances and the value of tenant improvement work provided or to be provided for such comparable space, (iv) all other inducements and concessions and payments, if any, being granted such tenants in connection with such comparable space. Additionally, in any determination of space within Comparable Buildings and/or Comparable Transactions, appropriate consideration shall be given to the annual rental rates per rentable square foot, the standard of measurement by which the rentable square footage is measured, and the ratio of rentable square feet to usable square feet. The intent of the parties is that Tenant will obtain the same rent and other economic benefits that landlords would otherwise give in Comparable Transactions and that Landlord will make and receive the same economic payments and concessions that landlords would otherwise make and receive in Comparable Transactions. Within fifteen (15) days after receipt of Tenant's Election Notice, Landlord shall deliver to Tenant written notice of the Prevailing Rental Rate and shall advise Tenant of the required adjustment to Base Rent, if any, and the other terms and conditions offered. Tenant shall, within ten (10) Business Days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate. If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the Prevailing Rental Rate, then, on or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

(a) Base Rent shall be adjusted to the Prevailing Rental Rate with annual escalations;

(b) Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and

(c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.

If Tenant notifies Landlord that Tenant rejects Landlord's determination of the Prevailing Rental Rate, Landlord and Tenant shall, thereafter, in good faith, diligently work to reach agreement as to the applicable

Prevailing Rental Rate for the next-succeeding thirty (30) days (the "**Negotiation Period**"). As of the date of expiration of the Negotiation Period, Landlord and Tenant have not agreed in writing as to the amount of the Base Rent, the parties shall determine the projected Prevailing Rental Rate in accordance with the following procedure (which procedure is herein referred to as the "**Three-Appraiser Method**"). Landlord and Tenant shall each appoint one (1) real estate appraiser, and the two (2) so appointed shall select a third. Said real estate appraisers shall each be licensed in the state in which the Premises is located, specializing in the field of commercial real estate rental in South San Mateo County, California, having no less than ten (10) years' experience in such field, unaffiliated with either Landlord or Tenant and recognized as ethical and reputable within their field. Landlord and Tenant agree to make their appointments promptly within ten (10) days after expiration of the Negotiation Period, or sooner if mutually agreed upon. The two (2) appraisers selected by Landlord and Tenant shall promptly select a third appraiser within fifteen (15) days after they both have been appointed, and each appraiser, within fifteen (15) days after the third appraiser is selected, shall submit his or her determination of the then projected Prevailing Rental Rate. The Prevailing Rental Rate shall be the mean of the two (2) closest rental determinations. If either Landlord or Tenant fails to appoint an appraiser within the time period specified in this paragraph, the appraiser appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such appraiser's decision shall be binding upon Landlord and Tenant. Each party shall pay the fees and expenses of the appraiser appointed by or on behalf of it, and each shall pay one-half of the fees and expenses of the third appraiser.

Tenant shall confirm Tenant's acceptance of the determination of the Prevailing Rental Rate by executing (or making good faith corrective comments to) an amendment to this Lease memorializing the same within ten (10) Business Days of such determination (herein the "**Extension Amendment**"). Tenant's failure to execute (or make comments to) and deliver the Extension Amendment to Landlord within such 10 Business Day period shall not otherwise rescind Tenant's exercise of the option set forth herein.

Notwithstanding anything in the foregoing to the contrary, at Landlord's option, and in addition to all of Landlord's remedies under this Lease, at law or in equity, the right to extend the Term of this Lease hereinabove granted to Tenant shall not be deemed to be properly exercised if, as of the date Tenant exercises its extension right, an Event of Default on the part of Tenant exists. Further, Tenant's rights under this Exhibit shall terminate if (1) this Lease or Tenant's right to possession of the Premises is terminated, (2) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof, or (3) Tenant assigns any of its interest in this Lease to any party other than a Permitted Transferee.

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall procure and maintain in effect during the term of the contract the insurance coverage's described, which insurance shall be placed with insurance companies approved by Owner and having a general policyholders' rating of not less than "A" and a financial rating of not less than "8" or better by the latest issue of Best's Key Rating Guide. Such insurance companies shall be licensed and authorized to do business in the jurisdiction in which the Property is located.

Contractor, at its sole cost and expense, shall procure and maintain the following policies of insurance:

A. **Worker's Compensation Insurance** with statutory benefits and limits which shall fully comply with all applicable state and federal requirements and which shall also include Broad Form All States and Voluntary Compensation Endorsements and Employer's Liability Insurance with limits of not less than $1,000,000 per accident, $1,000,000 per disease, and a $2,000,000 policy limit.

B. **Automobile Liability Insurance** in Contractor's name covering all owned, non-owned, leased and hired vehicles utilized by Contractor, with a combined single limit per occurrence for bodily injury and property damage of not less than $1,000,000.

C. **Commercial General Liability Insurance** on an occurrence basis in Contractor's name, providing coverage of not less than $3,000,000 per occurrence, which shall include: Bodily Injury, Personal Injury, Products and Completed Operations (for a minimum of two (2) years after final acceptance), Blanket Contractual Liability and Broad Form Property Damage coverage, with bodily injury and property damage of combined single limits of not less than $3,000,000 per occurrence. The required policy shall not contain any limitation of coverage and/or exclusion coverage for Explosion, Collapse and Underground Hazards (X, C, U). Contractor may provide the coverage required herein through the use of a primary liability policy and umbrella liability policies.

D. **Additional Insured's**: Contractor shall add Owner, Manager and Associates as additional insured's to Contractor's Liability Policy.

Contractor agrees with respect to all insurance provided or required (except Worker's Compensation and Professional Liability coverage) to require each policy (through endorsement or otherwise) to contain the following wording:

"It is agreed that the 'Person Insured' provision of this policy is amended to include **101 Redwood Shores LLC and Diamond Investment Properties, Inc.** and their officers, directors, shareholders, members, and employees as Additional Insured, jointly and severally, with respect to any coverage afforded by this policy, but only with respect to operations by, or on behalf of, or to facilities of, used by, or for, the Named Insured. It is further agreed that this insurance shall not be prejudiced as to these **Additional Insured** by any act or negligence, error or omission of the Named Insured as respects payment of premium, reporting of claims, or any other duties required of the Named Insured by the policy."

All Certificates of Insurance and all notices required shall be sent to:

101 REDWOOD SHORES LLC

c/o Diamond Investment Properties, Inc.
2000 Sierra Point Parkway, Suite 100
Brisbane, CA 94005
EMAIL:[**]
PHONE: [**]

EXHIBIT J

FORM OF SVB LETTER OF CREDIT

L/C DRAFT LANGUAGE

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

ISSUE DATE: _____, 2019

ISSUING BANK:
SILICON VALLEY BANK
3003 TASMAN DRIVE
2ND FLOOR, MAIL SORT HF210
SANTA CLARA, CALIFORNIA 95054

BENEFICIARY:
101 REDWOOD SHORES LLC
C/O DIAMOND INVESTMENT PROPERTIES, INC.
2000 SIERRA POINT PARKWAY, SUITE 100
BRISBANE, CA 94005
ATTN: [**]

APPLICANT:
ZUORA INC.
3050 SOUTH DELAWARE STREET
SUITE 301
SAN MATEO, CA 94403

AMOUNT: US$3,000,000.00 (THREE MILLION AND 00/100 U.S. DOLLARS)

EXPIRATION DATE: _____, 2020 [1 YEAR FROM LC ISSUANCE DATE]

PLACE OF EXPIRATION: ISSUING BANK'S COUNTERS AT ITS ABOVE ADDRESS

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF_____ IN YOUR FAVOR AVAILABLE BY YOUR DRAFTS DRAWN ON US AT SIGHT IN THE FORM OF EXHIBIT "A" ATTACHED AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENT(S), IF ANY.
2. BENEFICIARY'S SIGNED STATEMENT STATING AS FOLLOWS:

“THE UNDERSIGNED, AN AUTHORIZED SIGNATORY OF THE BENEFICIARY OF SILICON VALLEY BANK, LETTER OF CREDIT NO. SVBSF_____, CERITIFIES THAT THE BENEFICIARY IS ENTITLED TO MAKE THIS DRAW PURSUANT TO THE PROVISIONS OF THAT CERTAIN LEASE DATED _____, 20__
[INSERT DATE], BETWEEN BENEFICIARY, AS LANDLORD AND APPLICANT, AS TENANT (AS SUCH LEASE MAY BE AMENDED, RESTATED OR REPLACED).”

PARTIAL DRAWS AND MULTIPLE PRESENTATIONS ARE ALLOWED.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL PERIOD OF ONE YEAR, WITHOUT AMENDMENT, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST 60 DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE SEND YOU A NOTICE BY CERTIFIED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE. IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND SEPTEMBER 30, 2030. IN THE EVENT OF SUCH NOTICE OF NON-EXTENSION, YOU MAY DRAW HEREUNDER WITH A DRAFT STATED ABOVE AND ACCOMPANIED BY THIS ORIGINAL LETTER OF CREDIT AND AMENDMENT(S), IF ANY, ALONG WITH YOUR SIGNED STATEMENT STATING THAT YOU HAVE RECEIVED A NON-EXTENSION NOTICE FROM SILICON VALLEY BANK AND YOU HAVE NOT RECEIVED A REPLACEMENT LETTER OF CREDIT ACCEPTABLE TO YOU.

ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE REQUIRED DOCUMENT(S) AT OUR OFFICE (THE “BANK’S OFFICE”) AT: SILICON VALLEY BANK, 3003 TASMAN DRIVE, MAIL SORT HF 210, SANTA CLARA, CA 95054, ATTENTION: GLOBAL TRADE FINANCE.

FACSIMILE PRESENTATIONS ARE ALSO PERMITTED. SHOULD BENEFICIARY WISH TO MAKE A PRESENTATION UNDER THIS LETTER OF CREDIT ENTIRELY BY FACSIMILE TRANSMISSION IT NEED NOT TRANSMIT THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENTS, IF ANY. EACH FACSIMILE TRANSMISSION SHALL BE MADE AT: [**] OR [**]; AND UNDER CONTEMPORANEOUS TELEPHONE ADVICE TO: [**] OR [**], ATTENTION: GLOBAL TRADE FINANCE. ABSENCE OF THE AFORESAID TELEPHONE ADVICE SHALL NOT AFFECT OUR OBLIGATION TO HONOR ANY DRAW REQUEST.

THIS LETTER OF CREDIT IS TRANSFERABLE IN WHOLE BUT NOT IN PART ONE OR MORE TIMES, BUT IN EACH INSTANCE ONLY TO A SINGLE BENEFICIARY AS TRANSFEREE AND FOR THE THEN AVAILABLE AMOUNT, ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE WOULD BE IN COMPLIANCE WITH THEN APPLICABLE LAW AND REGULATION, INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE U.S. DEPARTMENT OF TREASURY AND U.S. DEPARTMENT OF COMMERCE. AT THE TIME OF TRANSFER, THE ORIGINAL LETTER OF CREDIT AND ORIGINALS OR COPIES OF ALL AMENDMENTS, IF ANY, TO THIS LETTER OF CREDIT MUST BE SURRENDERED TO US AT OUR ADDRESS INDICATED IN THIS LETTER OF CREDIT TOGETHER WITH OUR TRANSFER FORM ATTACHED HERETO AS EXHIBIT B DULY EXECUTED. APPLICANT SHALL PAY OUR TRANSFER FEE OF ¼ OF 1% OF THE TRANSFER AMOUNT (MINIMUM US$250.00) UNDER THIS LETTER OF CREDIT; PROVIDED THAT THE FAILURE OF APPLICANT TO PAY ANY SUCH TRANSFER FEE SHALL NOT DELAY OR OTHERWISE AFFECT THE TRANSFER. EACH TRANSFER SHALL BE EVIDENCED BY EITHER (1) OUR ENDORSEMENT ON THE REVERSE OF THE LETTER OF CREDIT AND

WE SHALL FORWARD THE ORIGINAL OF THE LETTER OF CREDIT SO ENDORSED TO THE TRANSFEREE OR (2) OUR ISSUING A REPLACEMENT LETTER OF CREDIT TO THE TRANSFEREE ON SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE TRANSFERRED LETTER OF CREDIT (IN WHICH EVENT THE TRANSFERRED LETTER OF CREDIT SHALL HAVE NO FURTHER EFFECT).

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S. REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CONTACT _____ AT 408-_____, ALWAYS QUOTING OUR LETTER OF CREDIT NO. SVBSF____.

SILICON VALLEY BANK

__[BANK USE]_____ _____[BANK USE]_____

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

EXHIBIT A

DATE: _____ REF. NO. _____

AT SIGHT OF THIS DRAFT

PAY TO THE ORDER OF US$_____

US DOLLARS _____

DRAWN UNDER SILICON VALLEY BANK, SANTA CLARA, CALIFORNIA, STANDBY

LETTER OF CREDIT NUMBER NO. _____ DATED _____

TO: SILICON VALLEY BANK

3003 TASMAN DRIVE _____

SANTA CLARA, CA 95054 (BENEFICIARY'S NAME)

Authorized Signature

GUIDELINES TO PREPARE THE DRAFT

1. DATE: ISSUANCE DATE OF DRAFT.
2. REF. NO.: BENEFICIARY'S REFERENCE NUMBER, IF ANY.
3. PAY TO THE ORDER OF: NAME OF BENEFICIARY AS INDICATED IN THE L/C (MAKE SURE BENEFICIARY ENDORSES IT ON THE REVERSE SIDE).
4. US$: AMOUNT OF DRAWING IN FIGURES.
5. USDOLLARS: AMOUNT OF DRAWING IN WORDS.
6. LETTER OF CREDIT NUMBER: SILICON VALLEY BANK'S STANDBY L/C NUMBER THAT PERTAINS TO THE DRAWING.
7. DATED: ISSUANCE DATE OF THE STANDBY L/C.
8. BENEFICIARY'S NAME: NAME OF BENEFICIARY AS INDICATED IN THE L/C.
9. AUTHORIZED SIGNATURE: SIGNED BY AN AUTHORIZED SIGNER OF BENEFICIARY.

IF YOU HAVE QUESTIONS RELATED TO THIS STANDBY LETTER OF CREDIT PLEASE CONTACT US AT _____.

EXHIBIT B
FORM OF TRANSFER FORM

DATE:

TO: SILICON VALLEY BANK

3003 TASMAN DRIVE

SANTA CLARA, CA 95054

ATTN: GLOBAL TRADE FINANCE

STANDBY LETTERS OF CREDIT

RE: IRREVOCABLE STANDBY LETTER OF CREDIT

NO. ISSUED BY

SILICON VALLEY BANK, SANTA CLARA

L/C AMOUNT:

GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

_____

(NAME OF TRANSFEREE)

_____

(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS SHOWN ABOVE AS OF THE DATE OF THIS TRANSFER.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE. TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HEREWITH, AND WE ASK YOU TO EITHER (1) ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER, OR (2) ISSUE A REPLACEMENT LETTER OF CREDIT TO THE TRANSFEREE ON SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE TRANSFERRED LETTER OF CREDIT (IN WHICH EVENT THE TRANSFERRED LETTER OF CREDIT SHALL HAVE NO FURTHER EFFECT).

SIGNATURE AUTHENTICATED
The name(s), title(s), and signature(s) conform to that/those on file with us for the company and the signature(s) is/are authorized to execute this instrument.

_____

(Name of Bank)

_____

(Address of Bank)

_____

(City, State, ZIP Code)

_____

(Authorized Name and Title)

_____

(Authorized Signature)

_____

(Telephone number)

SINCERELY,

_____

(BENEFICIARY'S NAME)

_____

(SIGNATURE OF BENEFICIARY)

_____

(NAME AND TITLE)

EXHIBIT K

CONCEPTUAL PLAN

[**]

Exhibit 31.1

CERTIFICATION

I, Joseph K. Belanoff, M.D., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended March 31, 2024 of Corcept Therapeutics Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.
Chief Executive Officer and President
(Principal Executive Officer)
May 1, 2024

Exhibit 31.2

CERTIFICATION

I, Atabak Mokari, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended March 31, 2024 of Corcept Therapeutics Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Atabak Mokari

Atabak Mokari
Chief Financial Officer
(Principal Financial Officer)
May 1, 2024

Exhibit 32.1

Corcept Therapeutics Incorporated

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Corcept Therapeutics Incorporated (the "Company") on Form 10-Q for the period ended March 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph K. Belanoff, M.D., Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Joseph K. Belanoff
Joseph K. Belanoff, M.D.
Chief Executive Officer and President
(Principal Executive Officer)
May 1, 2024

This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corcept Therapeutics Incorporated under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in such filing.

Exhibit 32.2

Corcept Therapeutics Incorporated

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Corcept Therapeutics Incorporated (the "Company") on Form 10-Q for the period ended March 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Atabak Mokari, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Atabak Mokari
Atabak Mokari
Chief Financial Officer
(Principal Financial Officer)
May 1, 2024

This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corcept Therapeutics Incorporated under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in such filing.