

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-K

(Mark One)

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

For the fiscal year ended January 31, 2018

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: **001-38240**

MONGODB, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

26-1463205

(I.R.S. Employer Identification No.)

**229 W. 43rd Street, 5th Floor
New York, New York**

(Address of principal executive offices)

10036

(Zip Code)

Registrant's telephone number, including area code: **646-727-4092**

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

Title of each class

Class A Common Stock, \$0.001 par value

Name of each exchange on which registered

The Nasdaq Stock Market LLC

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

None

(Title of class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/> (Do not check if a small reporting company)	Small reporting company	<input type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based on the closing price of the registrant’s shares of Class A common stock as reported by The Nasdaq Global Market on January 31, 2018, was approximately \$359.3 million. The registrant has elected to use January 31, 2018 as the calculation date, which was the last trading date of the registrant’s most recently completed fiscal year, because on July 31, 2017 (the last business day of the registrant’s second fiscal quarter), the registrant was a privately-held company.

As of March 26, 2018, there were 13,325,834 shares of the registrant’s Class A common stock and 37,250,011 shares of the registrant’s Class B common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant’s definitive proxy statement relating to its 2018 annual meeting of shareholders (the “2018 Proxy Statement”) are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. The 2018 Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the registrant’s fiscal year ended January 31, 2018.

MongoDB, Inc.
Form 10-K
For the Fiscal Year Ended January 31, 2018

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General

Unless the context otherwise indicates, references in this report to the terms “MongoDB,” “the Company,” “we,” “our” and “us” refer to MongoDB, Inc., its divisions and its subsidiaries. All information presented herein is based on our fiscal calendar. Unless otherwise stated, references to particular years, quarters, months or periods refer to the Company’s fiscal years ended in January and the associated quarters, months and periods of those fiscal years.

Trademarks

“MongoDB” and the MongoDB leaf logo, and other trademarks or service marks of MongoDB, Inc. appearing in this Annual Report on Form 10-K (“Form 10-K”) are the property of MongoDB, Inc. This Form 10-K contains additional trade names, trademarks and service marks of others, which are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this Form 10-K may appear without the ® or ™ symbols.

Special Note Regarding Forward-Looking Statements

This Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that are based on our management’s beliefs and assumptions and on information currently available to our management. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. All statements other than present and historical facts and conditions contained in this Form 10-K, including statements regarding our future results of operations and financial position, business strategy, plans and our objectives for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “anticipate,” “believe,” “can,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “objective,” “ongoing,” “plan,” “potential,” “predict,” “project,” “should,” “will,” or “would,” or the negative of these terms or other comparable terminology. Actual events or results may differ from those expressed in these forward-looking statements, and these differences may be material and adverse. Forward-looking statements include, but are not limited to, statements about:

- our future operating and financial performance, ability to generate positive cash flow and ability to achieve and sustain profitability;
- our ability to successfully anticipate and satisfy customer demands, including through the introduction of new features, products or services and the provision of professional services;
- the effects of increased competition in our market;
- our ability to expand our sales and marketing organization and to scale our business, including entering into new markets and managing our international expansion;
- our ability to continue to build and maintain credibility with the developer community;
- our ability to attract and retain customers to use our products;
- our ability to maintain, protect, enforce and enhance our intellectual property;
- the growth and expansion of the market for database products, and our ability to penetrate such market;
- our ability to maintain the security of our software and adequately address privacy concerns;
- our ability to accurately forecast our sales cycle and make changes to our pricing model;
- our ability to form new and expand existing strategic partnerships;
- the attraction and retention of highly skilled and key personnel;
- our ability to enhance our brand;
- our ability to effectively manage our growth and future expenses and maintain our corporate culture; and
- our ability to comply with modified or new laws and regulations applying to our business.

We have based the forward-looking statements contained in this Form 10-K primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, prospects, business strategy and financial needs. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, assumptions and other factors described in the section titled “Risk Factors” and elsewhere in this Form 10-K. These risks are not exhaustive. Other sections of this Form 10-K include additional factors that could adversely affect our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Form 10-K. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame or at all.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Form 10-K, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

The forward-looking statements made in this Form 10-K relate only to events as of the date on which such statements are made. We undertake no obligation to update any forward-looking statements after the date of this Form 10-K or to conform such statements to actual results or revised expectations, except as required by law.

This Form 10-K contains market data and industry forecasts that were obtained from industry publications. These data and forecasts involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such information. We have not independently verified any third-party information. While we believe the market position, market opportunity and market size information included in this Form 10-K is generally reliable, such information is inherently imprecise.

PART I

Item 1. Business

Overview

MongoDB is the leading modern, general purpose database platform. Our robust platform enables developers to build and modernize applications rapidly and cost-effectively across a broad range of use cases. Organizations can deploy our platform at scale in the cloud, on-premise or in a hybrid environment. Through our unique document-based database architecture, we are able to address the needs of organizations for performance, scalability, flexibility and reliability while maintaining the strengths of legacy databases. Our business model combines the developer mindshare and adoption benefits of open source with the economic benefits of a proprietary software subscription business model.

Software applications are redefining how organizations across industries engage with their customers, operate their businesses and compete with each other. To compete effectively in today’s global, data-driven market environment, organizations must provide their end-users with applications that capture and leverage the vast volumes and varieties of available data. As a result, the software developers who build and maintain these applications are increasingly influential in organizations and demand for their talent has grown substantially. Consequently, organizations have significantly increased investment in developers and their productivity has become a strategic imperative for organizations of all sizes, industries and geographies.

A database is at the heart of every software application. Every software application requires a database to store, organize and process data. Large organizations can have tens of thousands of applications and associated databases. A database directly impacts an application’s performance, scalability, flexibility and reliability. As a result, selecting a database is a highly strategic decision that directly affects developer productivity, application performance and organizational competitiveness.

Legacy relational databases were first developed in the 1970s and their underlying architecture remains largely unchanged even though the nature of applications, how they are deployed and their role in business have evolved dramatically. Modern software development is highly iterative and requires flexibility. Relational databases were not built to support the volume, variety and velocity of data being generated today, hindering application performance and developer productivity. In a relational database environment, developers are often required to spend significant time fixing and maintaining the linkages between modern applications and the rigid database structures that are inherent in relational offerings. Further, relational databases were built before cloud computing was popularized and were not designed for “always-on” globally distributed deployments. These factors have left developers and their organizations in need of more agile and effective database alternatives. A number of non-relational database alternatives, sometimes called NoSQL, have attempted to address the limitations of relational databases, but they have not achieved widespread developer mindshare and marketplace adoption due to technical trade-offs in their product architectures and the resulting compromises developers are required to make in application development. When we refer to a modern database, we are referring to a database that was originally commercialized after the year 2000 and that is designed for globally distributed deployments.

Our unique platform architecture combines the best of both relational and non-relational databases. We believe our core platform differentiation is driven by our ability to address the needs of organizations for performance, scalability, flexibility and reliability while maintaining the strengths of relational databases. Our document-based architecture enables developers to manage data in a more natural way, making it easy and intuitive for developers to rapidly and cost-effectively build, modernize, deploy and maintain applications, thereby increasing developer productivity. Customers can run our platform in any environment, depending on their operational requirements: in the cloud, on-premise or in a hybrid environment.

The database market is one of the largest in the software industry. According to IDC, the worldwide database software market, which it refers to as structured data management software, was \$44.9 billion in 2016 and is expected to grow to \$63.3 billion in 2020, representing an 8.9% compound annual growth rate. Legacy database vendors have historically dominated this market. We believe this market is one of the few within the enterprise technology stack that has yet to be disrupted by a modern alternative, creating our opportunity.

Our business model combines the developer mindshare and adoption benefits of open source with the economic benefits of a proprietary software subscription business model. To encourage developer usage, familiarity and adoption of our platform, we offer Community Server, a free-to-download version of our database, as an open source offering, analogous to a “freemium” offering. This allows developers to evaluate our platform in a frictionless manner, which we believe has contributed to our platform's popularity among developers and driven enterprise adoption of our subscription offering. The economic attractiveness of our subscription-based model is driven by customer renewals and increasing existing customer subscriptions over time, referred to as land-and-expand. Unlike software companies built around third-party open source projects, we own the intellectual property of our offerings since we are the creators of the software, enabling our proprietary software subscription business model. Owning the intellectual property of our offering also allows us to retain control over our future product roadmap, including the determination of which features are included in our free or paid offerings.

Our Solution

The key differentiators of our platform include:

We Built a Modern Platform for Applications.

Our founders were frustrated by the challenges of working with legacy database offerings. Our platform was built to address these challenges while maintaining the best aspects of relational databases, allowing developers both to build new, modern applications that could not be built on relational databases and to more quickly and easily modernize existing applications. While the percentage varies from quarter to quarter, over the course of the past fiscal year, approximately one quarter to one third of our new business resulted from the migration of applications from legacy databases. Core features and capabilities of our platform include:

- **Performance.** We deliver the extreme throughput and predictable low-latency required by the most demanding applications and leverage modern server architectures, delivering millions of operations per second.
- **Scalability.** Our architecture scales horizontally across thousands of servers, supporting petabytes of data and millions of users in a globally distributed environment. It is easy to add capacity to our platform in a modular, predictable and cost-efficient manner.

- **Flexibility.** Our document-based architecture easily accommodates the variety of data types required by modern applications. It also makes it easy for developers to prototype, iterate on and add new functionality to their applications.
- **Reliability.** Our platform includes the critical, advanced security features and fault-tolerance that enterprises demand. It was built to operate in a globally distributed environment for “always-on” applications.

We Built Our Platform for Developers.

MongoDB was built by developers for developers. We architected our platform with robust functionality and made it easy and intuitive for developers to build, modernize, deploy and maintain applications rapidly and cost-effectively, thereby increasing developer productivity. Our document-based architecture enables developers to manage and interact with data in a more natural way than legacy alternatives. As a result, developers can focus on the application and end-user experience, as they do not have to spend significant time fixing and maintaining the linkages between the application and a rigid relational database structure. We also develop and maintain drivers in all leading programming languages, allowing developers to interact with our platform using the programming language of their choice, further increasing developer productivity. In addition, customers of MongoDB Atlas, our cloud hosted database-as-a-service (“DBaaS”) offering, enjoy the benefits of consuming MongoDB as a service in the public cloud, further enabling developers to focus on their application performance and end-user experience, rather than the back-end infrastructure lifecycle management. With MongoDB Atlas, organizations only have to manage how their applications use the database and are freed from the tasks of infrastructure provisioning, operating system configuration, upgrades and more. All of this has led to increased application agility, higher levels of developer productivity and high levels of developer adoption and engagement. According to Stack Overflow, in both 2017 and 2018, more developers wanted to work with MongoDB than any other database.

We Allow Customers to Run Any Application Anywhere.

As a general purpose database, we support applications across a wide range of use cases. Our software is easily configurable, allowing customers to adjust settings and parameters to optimize performance for a specific application and use case. Customers can run our platform in any environment, depending on their operational requirements: in the cloud, on-premise or in a hybrid environment. In addition, customers can deploy our platform in any of the major public cloud alternatives, providing them with increased flexibility and cost-optimization opportunities by preventing public cloud vendor lock-in. Customers have a consistent experience regardless of infrastructure, providing optionality, flexibility and efficiency.

Key Customer Benefits

Our platform delivers the following key business benefits for our customers:

- **Maximize Competitive Advantage through Software and Data.** Our platform is built to support modern applications, allowing organizations to harness the full power of software and data to drive competitive advantage. Developers use our platform to build new, operational and customer-facing applications, including applications that cannot be built on legacy databases. As a result, our platform can help drive our customers’ ability to compete, improve end-user satisfaction, increase their revenue and gain market share.
- **Increase Developer Productivity.** By empowering developers to build and modernize applications quickly and cost-efficiently, we enable developers’ agility, accelerating the time-to-revenue for new products. Our platform’s document-based architecture and intuitive drivers make developing and iterating on applications very efficient on our platform, increasing developer productivity. MongoDB Atlas allows developers to focus on how their applications use the database, application performance and end-user experience, rather than the database infrastructure management including provisioning, operating system configuration, upgrades, monitoring and backups.
- **Deliver High Reliability for Mission-Critical Deployments.** Our platform is designed to support mission-critical applications by being fault-tolerant and always-on, reducing downtime for our customers and minimizing the risk of lost revenue. Also, given the competitive criticality of applications today, we designed our platform to enable better end-user experiences.

- **Reduce Total Cost of Ownership.** The speed and efficiency of application development using our platform, coupled with decreased developer resources required for application maintenance, can result in a dramatic reduction in the total cost of ownership for enterprises. In addition, our platform runs on commodity hardware, requires less oversight and management from operations personnel and can operate in the cloud or other low-cost environments, leading to reduced application-related overhead costs for our customers.

Our Growth Strategy

We are pursuing our large market opportunity with growth strategies that include:

- **Acquiring New Customers.** We believe there is a substantial opportunity to continue to grow our customer base. We benefit from word-of-mouth awareness and frictionless experimentation by the developer community through our Community Server offering. As a result, our direct sales prospects are often familiar with our platform and may have already built applications using our technology. While we sell to organizations of all sizes across a broad range of industries, our key focus is on enterprises that invest more heavily in software application development and deployment. These organizations have a greater need for databases and, in the largest enterprises, can have tens of thousands of applications and associated databases. We plan to continue to invest in our direct sales force to grow our larger enterprise subscription base, both domestically and internationally.
- **Driving Usage of MongoDB Atlas.** In June 2016, we introduced MongoDB Atlas, our cloud hosted DBaaS offering, which enables customers to consume MongoDB as a service in the public cloud, without having to manage the infrastructure supporting the database. This hosted cloud offering is an important part of our run-anywhere solution and has allowed us to generate revenue from our Community Server offering. To accelerate adoption of this DBaaS offering, in early 2017, we introduced tools to easily migrate existing users of our Community Server offering to become customers of MongoDB Atlas. We have also expanded our introductory offerings for MongoDB Atlas, including a free tier, which provides limited processing power and storage, in order to drive usage and adoption of MongoDB Atlas among developers. MongoDB Atlas serves as both a self-serve solution that can attract new customers, as well as a solution that customers can deploy and quickly scale over time for incremental workloads.
- **Expanding Sales Within Our Customer Base.** We seek to grow our sales with our customers in several ways. As an application grows and requires additional capacity, our customers increase their subscriptions to our platform. In addition, our customers may expand their subscriptions to our platform as they migrate additional existing applications or build new applications, either within the same department or in other lines of business or geographies. Also, as customers modernize their IT infrastructure and move to the cloud, they may migrate applications from legacy databases. Even within our largest customers, we believe we currently represent a small percentage of their overall spend on databases, reflecting our small market penetration. Our goal is to increase the number of customers that standardize on our database platform within their organization, which can include offering centralized internal support for developers within the organization or the deployment of an internal MongoDB-as-a-service offering. Our net ARR expansion rate, which has been over 120% for each of the last 12 fiscal quarters, demonstrates our ability to expand within existing customers. See Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, included in Part II of this Form 10-K for a description of ARR and a discussion of our net ARR expansion rate.
- **Extending Product Leadership and Introducing New Products.** We intend to continue to invest in our product offerings with the goal of becoming the most widely deployed database in the world. We direct our product innovation toward initiatives intended to drive customer adoption and expansion and increase developer productivity. For example, in November 2017, we introduced cross-region replication for MongoDB Atlas, which helps ensure that an application remains operational even if an entire cloud region goes down, as well as allowing MongoDB customers to locate data closer to their users for performance or compliance reasons. In addition, in February 2018, we announced that MongoDB 4.0, scheduled for release in the summer of 2018, will extend ACID support to multi-document transactions.
- **Fostering the MongoDB Developer Community.** We have attracted a large and growing community of highly engaged developers, who have downloaded our Community Server offering over 35 million times from our website since February 2009 and over 12 million times in the last 12 months alone. We believe that the engagement of developers increases our brand awareness. Many of these developers become proponents of MongoDB within their organizations, which may result in new enterprise customers selecting our platform as well as expansion opportunities within existing customers. Historically, we have invested in our community through active sponsorship

of user groups, our annual user conference, MongoDB World, MongoDB University and other community-centered events. As of January 31, 2018, there were 117 meetup groups dedicated to MongoDB with over 55,000 members worldwide, and over 850,000 registrations for MongoDB University courses, which help members of our community increase their familiarity and productivity with our platform. We intend to continue to invest in the MongoDB developer community.

- **Growing and Cultivating Our Partner Ecosystem.** We have built a partner ecosystem of independent software vendors, systems integrators, value added resellers and technology partners. For example, in fiscal year 2018, we partnered with Accenture to make MongoDB available as part of the Accenture Insights Platform, their analytics-as-a-service solution, helping customers address analytics at any scale and for a wider range of use cases. We also launched a mainframe offloading solution with Infosys to help customers accelerate their digital transformation and application modernization efforts. In addition, Tata Consultancy Services developed a modernization practice built around MongoDB and elevated MongoDB to a Top Tier Partner. Our partners include Accenture, Adobe, Amazon Web Services (“AWS”), Cisco, Google, Infosys, Microsoft, Pivotal, Red Hat, Splunk, Tableau, Tata Consultancy Services and more than 1,000 other organizations. Our partner ecosystem provides us with significant benefits, including lead generation, new customer acquisition, accelerated deployment and additional customer support. Our system integrator partners have also been valuable in working with organizations to migrate applications to our platform. We intend to continue to expand and enhance our partner relationships to grow our market presence and drive greater sales efficiency.
- **Expanding Internationally.** We believe there is significant opportunity to continue to expand the use of our platform outside the United States. During the fiscal years ended January 31, 2018, 2017 and 2016, total revenue generated outside of the United States was 36%, 35% and 31% of our total revenue. We intend to continue to expand our sales and drive adoption of our platform globally.

Our Culture

We believe our culture is critical to our success and has delivered tangible financial and operational benefits for our customers, our employees and our stockholders. Our values guide our business, our product development, our practices and our brand. They are what we look for in every employee. As our company continues to evolve and grow, these six values remain constant:

- **Think Big, Go Far.** We are big dreamers with a passion for creativity. We eagerly pursue new opportunities and markets through innovation and disruption. We have a pioneering spirit—always ready to forge new paths and take smart risks.
- **Make It Matter.** We are relentless in our pursuit of meaningful impact. We think strategically and are clear on what we are and are not trying to do. We accomplish an amazing amount of important work, and we are obsessed with follow through.
- **Embrace the Power of Differences.** We commit to creating a culture of inclusion by seeking and valuing employees from different backgrounds and circumstances. This is cultivated by learning from and respecting each other’s differences. We firmly believe that everyone deserves to feel valued and safe in the workplace, and we acknowledge that underrepresented groups may not always feel this way. We recognize that a diverse workforce is the best way to broaden our perspectives, foster innovation and enable a sustainable competitive advantage.
- **Build Together.** We achieve amazing things by connecting and leveraging the diversity of skills, experiences and backgrounds of our entire organization. We discuss things thoroughly, but prioritize commitment over consensus. We are good listeners and always communicate with clarity and respect. We create and support a positive, inclusive and accepting environment.
- **Be Intellectually Honest.** We embrace reality. We apply high-quality thinking and rigor. We have courage in our convictions but work hard to ensure biases or personal beliefs do not get in the way of finding the best solutions.
- **Own What You Do.** We take ownership and are accountable for everything that we do. We empower and we are empowered to make things happen, and balance independence with interdependence. We demand excellence from ourselves. We each play our own part in making MongoDB a great place to work.

Our Employees

As of January 31, 2018, we had a total of 962 employees, including 332 employees located outside the United States. None of our employees are represented by a labor union or covered by a collective bargaining agreement. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

Our Products

We built MongoDB to be a modern, general purpose database platform. We believe that organizations should be able to run our platform anywhere: from a developer's laptop, to an enterprise data center, in the public cloud or in a hybrid environment. Our core offerings are MongoDB Enterprise Advanced, MongoDB Atlas and Community Server. MongoDB Enterprise Advanced is our comprehensive offering for enterprise customers that can be run in the cloud, on-premise or in a hybrid environment, and includes our proprietary database server, enterprise management capabilities, our graphical user interface, analytics integrations, technical support and a commercial license to our platform. To encourage developer usage, familiarity and adoption of our platform, we offer Community Server as an open source offering, analogous to a "freemium" offering. Community Server is a free-to-download version of our database that does not include all of the features of our commercial platform. MongoDB Atlas is our cloud-hosted DBaaS offering that includes comprehensive infrastructure and management of Community Server. To support our database platform and increase customer retention, we provide professional services to our customers with the goal of making customers' applications on our platform successful.

MongoDB Enterprise Advanced

Our primary subscription package, MongoDB Enterprise Advanced, includes a commercial license to our platform and the following:

- *MongoDB Enterprise Database Server.* The MongoDB enterprise database server, called Enterprise Server, is our proprietary database. It stores, organizes and processes data and facilitates access and changes to the data. Enterprise Server includes advanced security features, auditing functionality and enterprise-standard authentication and authorization. Enterprise Server also includes encrypted and in-memory storage engines to enable a wide range of workloads.
- *Enterprise Management Capabilities.* MongoDB Enterprise Advanced provides Cloud Manager Premium and Ops Manager, our sophisticated suite of management tools that allows operations teams to run, manage and configure MongoDB according to their needs. This includes the ability to monitor and alert on over 100 system metrics, to back up data and restore it to any point in time for disaster recovery, and to automate common operational tasks such as upgrades, scaling and configuration changes. MongoDB Enterprise Advanced customers can choose either our Cloud Manager Premium product (for customers who want to manage our platform via the cloud) or Ops Manager (generally for those with on-premise deployments).
- *Graphical User Interface.* We have developed a graphical user interface product, called MongoDB Compass, to help developers and database administrators work with the database visually and to provide a familiar experience for those accustomed to working with relational databases. Users of MongoDB Compass can interact with data more easily, and it allows them to visualize the schema of data and to construct *ad hoc* queries, which can be useful for performance tuning and debugging. For example, MongoDB Compass users can view and optimize query performance, helping them make better decisions about indexing and document validation.
- *Analytics Integrations.* We provide integrations to allow data and business analysts to analyze data in applications running on our platform using their existing business intelligence and analytics tools. For integration with business intelligence products like Tableau, analysts can use our MongoDB Connector for BI product. We also provide open source connectors for Spark and Hadoop, which are often used for data warehouse analysis. Our analytics integrations ensure that enterprises can efficiently extract significant value from applications built on our platform.
- *Technical Support.* As part of our MongoDB Enterprise Advanced subscription, we also provide technical support to customers during the subscription period. Our technical support is designed to maximize customer success. We provide customers with around-the-clock (24x365) technical support with an enterprise-grade service level agreement. Customers use our technical support to ask database performance questions or troubleshoot issues.

MongoDB Enterprise Advanced represented 62%, 64% and 62% of our total revenue for the fiscal years ended January 31, 2018, 2017 and 2016, respectively.

MongoDB Atlas

In June 2016, we introduced MongoDB Atlas, our hosted DBaaS offering which we run and manage in the public cloud. MongoDB Atlas is based on Community Server and provides customers with an elastic, managed offering that includes automated provisioning and healing, comprehensive system monitoring, managed backup and restore, default security and other features that reduce operational complexity and increase application resiliency. MongoDB Atlas allows customers to remove themselves from the complexity of managing the database and related underlying infrastructure, so they can instead focus on the application and end-user experience. MongoDB Atlas is available on AWS, Google Cloud Platform (“GCP”), and Microsoft Azure, providing customers broad geographic coverage across more than 50 regions globally, enabling them to leverage the benefits of different cloud platforms for different use cases and helping them avoid infrastructure vendor lock-in. To drive usage and experimentation by developers, we have expanded our introductory offerings for MongoDB Atlas to include a free tier, which provides limited processing power and storage.

MongoDB Atlas represented 7% and 1% of our total revenue for the fiscal years ended January 31, 2018 and 2017, respectively.

Community Server

Community Server is a free-to-download version of our database that includes the core functionality that developers need to get started with MongoDB but not all of the features of our commercial platform. Community Server is available under a license that protects our intellectual property and supports our subscription business model. We plan to continue to convert Community Server users to paying customers of our more robust, commercial offerings. Our Community Server had been downloaded over 35 million times from our website alone since February 2009.

We generate revenue from our Community Server through MongoDB Atlas and our MongoDB Professional package. Our MongoDB Professional package includes access to our graphical user interface product, Compass, our Cloud Manager Premium management suite and technical support, but it does not include a commercial license to our platform.

We offer commercial technical support for customers of our paid, commercial offerings. We offer commercial support in our two subscription packages, MongoDB Enterprise Advanced and MongoDB Professional. In addition, for customers that request greater technical support, we contract with them to provide additional support personnel. Although we offer documentation to drive adoption of best practices, we offer limited support for users of Community Server.

Professional Services

We provide professional services to our customers, including consulting and training, with the goal of making customer deployments of our platform successful, thereby increasing customer retention and driving customer revenue expansion. Given that we have designed our platform to be easy to deploy, our services typically do not involve implementation and are designed to facilitate a more rapid and successful deployment of MongoDB by our customers. Professional services is an important part of our customer retention and expansion strategy. Customers who purchase professional services have typically increased their subscription with us to higher levels and done so more quickly than customers who have not engaged our professional services.

Professional services represented 8%, 10% and 10% of our total revenue for the fiscal years ended January 31, 2018, 2017 and 2016, respectively.

Our Customers

As of January 31, 2018, we had over 5,700 customers spanning a wide range of industries in more than 90 countries around the world. All affiliated entities are counted as a single customer. No single customer represented more than 10% of our revenue in fiscal year 2018.

Sales and Marketing

Our sales and marketing teams work together closely to drive awareness and adoption of our platform, accelerate customer acquisition and generate and increase revenue from customers. While we sell to organizations of all sizes across a broad range of industries, our key focus is on enterprises that invest more heavily in software application development and deployment. These organizations have a greater need for databases and, in the largest enterprises, can have tens of thousands of applications and associated databases. We plan to continue to invest in our direct sales force to grow our larger enterprise subscription base, both domestically and internationally.

Our go-to-market model is primarily focused on driving awareness and usage of our platform among software developers with the goal of converting that usage into paid consumption of our platform. We are a pioneer of developer evangelism and education and have cultivated a large, highly engaged global developer community. We foster developer engagement through community events and conferences to demonstrate how developers can create or modernize applications quickly and intuitively using our platform. We intend to continue to cultivate our relationships with developers through continued investment in and growth of our MongoDB Advocacy Hub, User Groups and MongoDB University. We also have a partner ecosystem of global system integrators, value-added resellers and independent software vendors, which we collectively refer to as strategic partners.

We have embraced the trend toward open source software in order to drive developer awareness of, engagement with and adoption of our platform. We created our Community Server offering to let developers use, experiment and evaluate our platform frictionlessly, which we believe has contributed to our platform's popularity. We believe that developers are often advocates for us because of our developer-focused approach. As a result, our direct sales prospects are often familiar with our platform and may have already built applications using our technology. In order to assess the most likely commercial prospects, we employ a process-oriented and data-driven approach to sales. We also utilize advanced marketing technologies and processes to drive awareness and engagement, educate and convert prospects into customers. As customers expand their usage of our platform, our relationships with them often evolve to include technology and business leaders within their organizations and our goal is to get organizations to standardize on our platform. Once our customers reach a certain spending level with us, we support them with customer success advocates to ensure their satisfaction and expand their usage of our platform.

Our sales and marketing organization includes sales development, inside sales, field sales, sales engineering and marketing personnel. As of January 31, 2018, we had 394 employees in our sales and marketing organization.

Research and Development

Our research and development efforts are focused on enhancing our existing products and developing new products to extend our product leadership, increase our market penetration and deepen our relationships with our customers. Our research and development organization is built around small development teams. Our small development teams foster greater agility, which enables us to develop new, innovative products and make rapid changes to our infrastructure that increase resiliency and operational efficiency.

Our research and development teams are organized into three primary groups: the server team, the cloud team and the drivers and integrations team.

As of January 31, 2018, we had 249 employees in our research and development organization. We intend to continue to invest in our research and development capabilities to extend our platform. Research and development expense totaled \$62.2 million, \$51.8 million and \$43.5 million during the fiscal years ended January 31, 2018, 2017 and 2016, respectively.

Competition

The worldwide database software market is rapidly evolving and highly competitive. We believe that the principal competitive factors in our market are:

- mindshare with software developers and IT executives;
- product capabilities, including flexibility, scalability, performance, security and reliability;
- flexible deployment model, including in the cloud, on-premise or in a hybrid environment;
- ease of deployment;
- breadth of use cases supported;
- ease of integration with existing IT infrastructure;
- robustness of professional services and customer support;
- price and total cost of ownership;
- adherence to industry standards and certifications;

- size of customer base and level of user adoption;
- strength of sales and marketing efforts; and
- brand awareness and reputation.

We believe that we compete favorably on the basis of the factors listed above.

We primarily compete with established legacy database software providers such as IBM, Microsoft, Oracle and other similar companies. We also compete with non-relational database software providers and certain cloud providers such as AWS, GCP and Microsoft Azure that offer basic database functionality.

Some of our actual and potential competitors, in particular the legacy database providers, have advantages over us, such as longer operating histories, more established relationships with current or potential customers and commercial partners, significantly greater financial, technical, marketing or other resources, stronger brand recognition, larger intellectual property portfolios and broader global distribution and presence. Such competitors may make their products available at a low cost or no cost basis in order to enhance their overall relationships with current or potential customers. Our competitors may also be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. In addition, some of our larger competitors have substantially broader offerings and can bundle competing products with hardware or other software offerings, including their cloud computing and customer relationship management platforms. In addition, some large software and internet companies may seek to enter our market. With the introduction of new technologies and new market entrants, we expect competition to intensify in the future.

Seasonality

We have in the past and expect in the future to experience seasonal fluctuations in our revenue and sales from time to time. Our recent growth and the ratable nature of our subscription revenue make this seasonality less apparent in our overall financial results.

Intellectual Property

We rely on a combination of patent, copyright, trademark and trade secret laws in the United States and other jurisdictions, as well as license agreements and other contractual protections, to protect our proprietary technology. We also rely on a number of registered and unregistered trademarks to protect our brand.

As of January 31, 2018, in the United States, we had been issued 12 patents, which expire between 2030 and 2033, and had 40 patent applications pending, of which four are provisional applications. In addition, as of January 31, 2018, we had 12 registered trademarks in the United States and one pending trademark application in the United States.

Unlike software companies built around open source projects, we own the intellectual property of our offerings, allowing us to retain control over our future product roadmap, including the determination of which features are included in our free or paid offerings. We offer Community Server under the GNU Affero General Public License version 3 (the “AGPL”). The AGPL permits users to run the database without charge but subject to certain terms and conditions. The AGPL requires users to make publicly available the source code for any modified version of the database that they distribute, run as a service or otherwise make available to end users. By contrast, we offer our Enterprise Server database under a commercial license that does not have this requirement and this is one of the reasons some organizations elect to buy a subscription including a commercial license to our platform. In addition, by offering Community Server under the AGPL, we limit the appeal to other parties, including public cloud vendors, of monetizing our software without licensing it from us, further supporting our software subscription business model.

In addition, we seek to protect our intellectual property rights by implementing a policy that requires our employees and independent contractors involved in development of intellectual property on our behalf to enter into agreements acknowledging that all works or other intellectual property generated or conceived by them on our behalf are our property, and assigning to us any rights, including intellectual property rights, that they may claim or otherwise have in those works or property, to the extent allowable under applicable law.

Information about Segment and Geographic Areas

Segment and geographic information required herein is set forth in Note 12 in our Notes to Consolidated Financial Statements included in Part II, Item 8, *Financial Statements*, of this Form 10-K.

Corporate Information

We were originally incorporated in the state of Delaware in November 2007 under the name 10Gen, Inc. In August 2013, we changed our name to MongoDB, Inc. In October 2017, we completed our initial public offering and our Class A common stock is listed on The Nasdaq Global Market (“Nasdaq”) under the symbol “MDB.” Our principal executive offices are located at 229 West 43rd Street, 5th Floor, New York, New York 10036, and our telephone number is (646) 727-4092.

Available Information

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Exchange Act are filed with the U.S. Securities and Exchange Commission (“SEC”). We are subject to the informational requirements of the Exchange Act and file or furnish reports, proxy statements and other information with the SEC. Such reports and other information filed by us with the SEC are available free of charge on our website at www.mongodb.com/ir when such reports are available on the SEC’s website. The public may read and copy any materials filed by the Company with the SEC at the SEC’s Public Reference Room at 100 F Street, NE, Room 1580, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at www.sec.gov. The information contained on the websites referenced in this Form 10-K is not incorporated by reference into this filing. Further, our references to website URLs are intended to be inactive textual references only.

Item 1A. Risk Factors

Our operations and financial results are subject to various risks and uncertainties including those described below. You should consider carefully the risks and uncertainties described below, in addition to other information contained in this Form 10-K, including our consolidated financial statements and related notes. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. If any of the following risks or others not specified below materialize, our business, financial condition and results of operations could be materially and adversely affected. In that case, the trading price of our Class A common stock could decline.

Risks Related to Our Business and Industry

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

We were incorporated in 2007 and introduced MongoDB Community Server in 2009, MongoDB Enterprise Advanced in 2013 and MongoDB Atlas in 2016. As a result of our limited operating history, our ability to forecast our future results of operations is limited and subject to a number of uncertainties, including our ability to accurately predict future growth. Our historical revenue growth has been inconsistent and should not be considered indicative of our future performance. Further, in future periods, our revenue growth could slow or our revenue could decline for a number of reasons, including slowing demand for our subscription offerings and related services, reduced conversion of our open source users to paying customers, increasing competition, changes to technology or our intellectual property or our failure, for any reason, to continue to capitalize on growth opportunities. We have also encountered and will encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries, such as the risks and uncertainties described herein. If our assumptions regarding these risks and uncertainties and our future revenue growth are incorrect or change, or if we do not address these risks successfully, our operating and financial results could differ materially from our expectations and our business could suffer.

We have a history of losses, and as our costs increase, we may not be able to generate sufficient revenue to achieve or sustain profitability.

We have incurred net losses in each period since our inception, including net losses of \$96.4 million, \$86.7 million and \$73.5 million for the fiscal years ended January 31, 2018, 2017 and 2016, respectively. We had an accumulated deficit of \$443.8 million as of January 31, 2018. We expect our operating expenses to increase significantly as we increase our sales and marketing efforts, continue to invest in research and development, and expand our operations and infrastructure, both domestically and internationally. In addition, we expect to incur significant additional legal, accounting, and other expenses related to being a public company. While our revenue has grown in recent years, if our revenue declines or fails to grow at a rate faster than these increases in our operating expenses, we will not be able to achieve and maintain profitability in future

periods. As a result, we expect to continue to generate losses. We cannot assure you that we will achieve profitability in the future or that, if we do become profitable, we will be able to sustain profitability.

Because we derive substantially all of our revenue from our database platform, failure of this platform to satisfy customer demands could adversely affect our business, results of operations, financial condition and growth prospects.

We derive and expect to continue to derive substantially all of our revenue from our database platform. As such, market adoption of our database platform is critical to our continued success. Demand for our platform is affected by a number of factors beyond our control, including continued market acceptance by developers, the availability of our Community Server offering, the continued volume, variety and velocity of data that is generated, timing of development and release of new offerings by our competitors, technological change, and the rate of growth in our market. If we are unable to continue to meet the demands of our customers and the developer community, our business operations, financial results and growth prospects will be materially and adversely affected.

We currently face significant competition.

The database software market, for both relational and non-relational database products, is highly competitive, rapidly evolving and others may put out competing databases or sell services in connection with existing open source databases, including ours. The principal competitive factors in our market include: mindshare with software developers and IT executives; product capabilities, including flexibility, scalability, performance, security and reliability; flexible deployment options, including in the cloud, on-premise or in a hybrid environment, and ease of deployment; breadth of use cases supported; ease of integration with existing IT infrastructure; robustness of professional services and customer support; price and total cost of ownership; adherence to industry standards and certifications; size of customer base and level of user adoption; strength of sales and marketing efforts; and brand awareness and reputation. If we fail to compete effectively with respect to any of these competitive factors, we may fail to attract new customers or lose or fail to renew existing customers, which would cause our business and results of operations to suffer.

We primarily compete with legacy relational database software providers such as IBM, Microsoft, Oracle and other similar companies. We also compete with non-relational database software providers and certain cloud providers such as AWS, GCP, and Microsoft Azure. In addition, other large software and internet companies may seek to enter our market.

Some of our actual and potential competitors, in particular the legacy relational database providers, have advantages over us, such as longer operating histories, more established relationships with current or potential customers and commercial partners, significantly greater financial, technical, marketing or other resources, stronger brand recognition, larger intellectual property portfolios and broader global distribution and presence. Such competitors may make their products available at a low cost or no cost basis in order to enhance their overall relationships with current or potential customers. Our competitors may also be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. With the introduction of new technologies and new market entrants, we expect competition to intensify in the future. In addition, some of our larger competitors have substantially broader offerings and can bundle competing products with hardware or other software offerings, including their cloud computing and customer relationship management platforms. As a result, customers may choose a bundled offering from our competitors, even if individual products have more limited functionality compared to our software. These larger competitors are also often in a better position to withstand any significant reduction in technology spending, and will therefore not be as susceptible to competition or economic downturns. In addition, some competitors may offer products or services that address one or a limited number of functions at lower prices, with greater depth than our products or in geographies where we do not operate.

Furthermore, our actual and potential competitors may establish cooperative relationships among themselves or with third parties that may further enhance their resources and offerings in the markets we address. In addition, third parties with greater available resources may acquire current or potential competitors. As a result of such relationships and acquisitions, our actual or potential competitors might be able to adapt more quickly to new technologies and customer needs, devote greater resources to the promotion or sale of their products, initiate or withstand substantial price competition, take advantage of other opportunities more readily or develop and expand their offerings more quickly than we do. For all of these reasons, we may not be able to compete successfully against our current or future competitors.

If we do not effectively expand our sales and marketing organization, we may be unable to add new customers or increase sales to our existing customers.

Increasing our customer base and achieving broader market acceptance of our subscription offerings and related services will depend, to a significant extent, on our ability to effectively expand our sales and marketing operations and

activities. We are substantially dependent on our direct sales force and our marketing efforts to obtain new customers. We plan to continue to expand our sales and marketing organization both domestically and internationally. We believe that there is significant competition for experienced sales professionals with the sales skills and technical knowledge that we require, particularly as we continue to target larger enterprises. In addition, we are currently in the process of replacing our Chief Revenue Officer and we may have difficulty finding someone with the right skills and experience for such position. It may also be more difficult to recruit other sales professionals without a Chief Revenue Officer. Our ability to achieve significant revenue growth in the future will depend, in part, on our success in recruiting, training and retaining a sufficient number of experienced sales professionals, especially in large markets like New York, the San Francisco Bay Area and London, England. New hires require significant training and time before they achieve full productivity, particularly in new or developing sales territories. Our recent hires and planned hires, including any new Chief Revenue Officer we may hire, may not become as productive as quickly as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the future in the markets where we do business. Because of our limited operating history, we cannot predict whether, or to what extent, our sales will increase as we expand our sales and marketing organization or how long it will take for sales personnel to become productive. Our business and results of operations will be harmed if the expansion of our sales and marketing organization does not generate a significant increase in revenue.

Our adoption strategies include offering Community Server and a free tier of MongoDB Atlas, and we may not be able to realize the benefits of these strategies.

To encourage developer usage, familiarity and adoption of our platform, we offer Community Server as an open source offering, analogous to a “freemium” offering. Community Server is a free-to-download version of our database that does not include all of the features of our commercial platform. We also offer a free tier of MongoDB Atlas in order to accelerate adoption, promote usage and drive brand and product awareness. We do not know if we will be able to convert these users to paying customers of our platform. Our marketing strategy also depends in part on persuading users who use one of these free versions to convince others within their organization to purchase and deploy our platform. To the extent that users of Community Server or our free tier of MongoDB Atlas do not become, or lead others to become, paying customers, we will not realize the intended benefits of these strategies, and our ability to grow our business or achieve profitability may be harmed.

We have invested significantly in our MongoDB Atlas offering and if it fails to achieve market adoption our business, results of operations and financial condition could be harmed.

We introduced MongoDB Atlas in June 2016. We have less experience marketing, determining pricing for and selling MongoDB Atlas, and we are still determining how to best market, price and support adoption of this offering. We have directed, and intend to continue to direct, a significant portion of our financial and operating resources to develop and grow MongoDB Atlas, including offering a free tier of MongoDB Atlas to generate developer usage and awareness. Although MongoDB Atlas has seen rapid adoption since its commercial launch, we cannot guarantee that rate of adoption will continue at the same pace or at all. If we are unsuccessful in our efforts to drive customer adoption of MongoDB Atlas, or if we do so in a way that is not profitable or fails to compete successfully against our current or future competitors, our business, results of operations and financial condition could be harmed.

We could be negatively impacted if the GNU Affero General Public License Version 3 and other open source licenses under which some of our software is licensed are not enforceable.

The latest release of Community Server is licensed under the AGPL. This license states that any program licensed under it may be copied, modified and distributed provided certain conditions are met. It is possible that a court would hold this license to be unenforceable. If a court held this license or certain aspects of this license to be unenforceable, others may be able to use our software to compete with us in the marketplace in a manner not subject to the restrictions set forth in the AGPL.

We offer Community Server under an open source license, which could negatively affect our ability to monetize and protect our intellectual property rights.

We make our Community Server offering available under the AGPL. Community Server is a free-to-download version of our database that includes the core functionality developers need to get started with MongoDB but not all of the features of our commercial platform. The AGPL grants licensees broad freedom to view, use, copy, modify and redistribute the source code of Community Server. Some commercial enterprises consider AGPL-licensed software to be unsuitable for commercial use because of its “copyleft” requirement that further distribution of AGPL-licensed software and modifications or adaptations to that software must be made available pursuant to the AGPL as well. However, some of those same

commercial enterprises do not have the same concerns regarding using the software under the AGPL for internal purposes. As a result, these commercial enterprises may never convert to paying customers of our platform. Anyone can obtain a free copy of Community Server from the Internet, and we do not know who all of our AGPL licensees are. Competitors could develop modifications of our software to compete with us in the marketplace. We do not have visibility into how our software is being used by licensees, so our ability to detect violations of the AGPL is extremely limited.

In addition to Community Server, we contribute other source code to open source projects under open source licenses and release internal software projects under open source licenses, and anticipate doing so in the future. Because the source code for Community Server and any other software we contribute to open source projects or distribute under open source licenses is publicly available, our ability to monetize and protect our intellectual property rights with respect to such source code may be limited or, in some cases, lost entirely.

Our software incorporates third-party open source software, which could negatively affect our ability to sell our products and subject us to possible litigation.

Our software includes third-party open source software, and we intend to continue to incorporate third-party open source software in our products in the future. There is a risk that the use of third-party open source software in our software could impose conditions or restrictions on our ability to monetize our software. Although we monitor the incorporation of open source software into our products to avoid such restrictions, we cannot be certain that we have not incorporated open source software in our products or platform in a manner that is inconsistent with our licensing model. Certain open source projects also include other open source software and there is a risk that those dependent open source libraries may be subject to inconsistent licensing terms. This could create further uncertainties as to the governing terms for the open source software we incorporate.

In addition, the terms of certain open source licenses to which we are subject have not been interpreted by U.S. or foreign courts, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated restrictions or conditions on our use of such software. Additionally, we may from time to time face claims from third parties claiming ownership of, or demanding release of, the software or derivative works that we developed using such open source software, which could include proprietary portions of our source code, or otherwise seeking to enforce the terms of the open source licenses. These claims could result in litigation and could require us to make those proprietary portions of our source code freely available, purchase a costly license or cease offering the implicated software or services unless and until we can re-engineer them to avoid infringement. This re-engineering process could require significant additional research and development resources, and we may not be able to complete it successfully.

In addition to risks related to license requirements, use of third-party open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties. In addition, licensors of open source software included in our offerings may, from time to time, modify the terms of their license agreements in such a manner that those license terms may become incompatible with our licensing model, and thus could, among other consequences, prevent us from incorporating the software subject to the modified license.

Any of these risks could be difficult to eliminate or manage, and if not addressed, could have a negative effect on our business, results of operations and financial condition.

If we are not able to introduce new features or services successfully and to make enhancements to our software or services, our business and results of operations could be adversely affected.

Our ability to attract new customers and increase revenue from existing customers depends in part on our ability to enhance and improve our software and to introduce new features and services. For example, we introduced MongoDB Atlas in June 2016. To grow our business and remain competitive, we must continue to enhance our software and develop features that reflect the constantly evolving nature of technology and our customers' needs. The success of new products, enhancements and developments depends on several factors: our anticipation of market changes and demands for product features, including timely product introduction and conclusion, sufficient customer demand, cost effectiveness in our product development efforts and the proliferation of new technologies that are able to deliver competitive products and services at lower prices, more efficiently, more conveniently or more securely. In addition, because our software is designed to operate with a variety of systems, applications, data and devices, we will need to continuously modify and enhance our software to keep pace with changes in such systems. We may not be successful in developing these modifications and enhancements. Furthermore, the addition of features and solutions to our software will increase our research and development expenses. Any new features that we develop may not be introduced in a timely or cost-effective manner or may not achieve the market acceptance necessary to generate sufficient revenue to justify the related expenses. It is difficult to predict customer adoption

of new features. Such uncertainty limits our ability to forecast our future results of operations and subjects us to a number of challenges, including our ability to plan for and model future growth. If we cannot address such uncertainties and successfully develop new features, enhance our software or otherwise overcome technological challenges and competing technologies, our business and results of operations could be adversely affected.

We also offer professional services including consulting and training and must continually adapt to assist our customers in deploying our software in accordance with their specific IT strategies. If we cannot introduce new services or enhance our existing services to keep pace with changes in our customers' deployment strategies, we may not be able to attract new customers, retain existing customers and expand their use of our software or secure renewal contracts, which are important for the future of our business.

Our success is highly dependent on our ability to penetrate the existing market for database products, as well as the growth and expansion of the market for database products.

Our future success will depend in large part on our ability to service existing demand, as well as the continued growth and expansion of the database market. It is difficult to predict demand for our offerings, the conversion from one to the other and related services and the size, growth rate and expansion of these markets, the entry of competitive products or the success of existing competitive products. Our ability to penetrate the existing database market and any expansion of the market depends on a number of factors, including cost, performance and perceived value associated with our subscription offerings, as well as our customers' willingness to adopt an alternative approach to relational and other database products available in the market. Furthermore, many of our potential customers have made significant investments in relational databases, such as offerings from Oracle, and may be unwilling to invest in new products. If the market for databases fails to grow at the rate that we anticipate or decreases in size or we are not successful in penetrating the existing market, our business would be harmed.

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

Our results of operations, including our revenue, operating expenses and cash flows may vary significantly in the future as a result of a variety of factors, many of which are outside of our control, may be difficult to predict and may or may not fully reflect the underlying performance of our business and period-to-period comparisons of our operating results may not be meaningful. Some of the factors that may cause our results of operations to fluctuate from quarter to quarter include:

- changes in actual and anticipated growth rates of our revenue, customers and other key operating metrics;
- new product announcements, pricing changes and other actions by competitors;
- the mix of revenue and associated costs attributable to subscriptions for our MongoDB Enterprise Advanced and MongoDB Atlas offerings and professional services, as such relative mix may impact our gross margins and operating income;
- the mix of revenue and associated costs attributable to sales where subscriptions are bundled with services versus sold on a standalone basis and sales by us and our partners;
- our ability to attract new customers;
- our ability to retain customers and expand their usage of our software, particularly for our largest customers;
- the inability to enforce our AGPL license;
- delays in closing sales, including the timing of renewals, which may result in revenue being pushed into the next quarter, particularly because a large portion of our sales occur toward the end of each quarter;
- the timing of revenue recognition;
- the mix of revenue attributable to larger transactions as opposed to smaller transactions;
- changes in customers' budgets and in the timing of their budgeting cycles and purchasing decisions;
- customers and potential customers opting for alternative products, including developing their own in-house solutions, or opting to use only the free version of our products;

- fluctuations in currency exchange rates;
- our ability to control costs, including our operating expenses;
- the timing and success of new products, features and services offered by us and our competitors or any other change in the competitive dynamics of our industry, including consolidation among competitors, customers or strategic partners;
- significant security breaches of, technical difficulties with, or interruptions to, the delivery and use of our software;
- our failure to maintain the level of service uptime and performance required by our customers;
- the collectability of receivables from customers and resellers, which may be hindered or delayed if these customers or resellers experience financial distress;
- general economic conditions, both domestically and internationally, as well as economic conditions specifically affecting industries in which our customers participate;
- sales tax and other tax determinations by authorities in the jurisdictions in which we conduct business;
- the impact of new accounting pronouncements; and
- fluctuations in stock-based compensation expense.

The occurrence of one or more of the foregoing and other factors may cause our results of operations to vary significantly. We also intend to continue to invest significantly to grow our business in the near future rather than optimizing for profitability or cash flows. In addition, we expect to incur significant additional expenses due to the increased costs of operating as a public company. Accordingly, historical patterns and our results of operations in any one quarter may not be meaningful and should not be relied upon as indicative of future performance. Additionally, if our quarterly results of operations fall below the expectations of investors or securities analysts who follow our stock, the price of our Class A common stock could decline substantially, and we could face costly lawsuits, including securities class action suits.

We have experienced rapid growth in recent periods. If we fail to continue to grow and to manage our growth effectively, we may be unable to execute our business plan, increase our revenue, improve our results of operations, maintain high levels of service, or adequately address competitive challenges.

We have recently experienced a period of rapid growth in our business, operations, and employee headcount. For fiscal years 2018, 2017 and 2016, our total revenue was \$154.5 million, \$101.4 million and \$65.3 million, respectively, representing a 52% and 55% growth rate, respectively. We have also significantly increased the size of our customer base from over 1,100 customers as of January 31, 2015 to over 5,700 customers as of January 31, 2018, and we grew from 383 employees as of January 31, 2015 to 962 employees as of January 31, 2018. We expect to continue to expand our operations and employee headcount in the near term. Our success will depend in part on our ability to continue to grow and to manage this growth, domestically and internationally, effectively.

Our recent growth has placed, and future growth will continue to place, a significant strain on our management, administrative, operational and financial infrastructure. We will need to continue to improve our operational, financial, and management processes and controls, and our reporting systems and procedures to manage the expected growth of our operations and personnel, which will require significant expenditures and allocation of valuable management and employee resources. If we fail to implement these infrastructure improvements effectively, our ability to ensure uninterrupted operation of key business systems and comply with the rules and regulations that are applicable to public reporting companies will be impaired. Further, if we do not effectively manage the growth of our business and operations, the quality of our products and services could suffer, the preservation of our culture, values and entrepreneurial environment may change and we may not be able to adequately address competitive challenges. This could impair our ability to attract new customers, retain existing customers and expand their use of our products and services, all of which would adversely affect our brand, overall business, results of operations and financial condition.

If our security measures, or those of our service providers, are breached or unauthorized access to private or proprietary data is otherwise obtained, our software may be perceived as not being secure, customers may reduce or terminate their use of our software, and we may incur significant liabilities.

Because our software, which can be deployed in the cloud, on-premise or in a hybrid environment and can be hosted by our customers or can be hosted by us as a service, allows customers to store and transmit data, there exists an inherent risk of a security breach or other security incident, which may result in the loss of, or unauthorized access to, this data. For example, since January 2017, industry publications have reported ransomware attacks on over 80,000 MongoDB instances. Almost all of these instances were launched by users with our Community Server offering rather than users of MongoDB Enterprise Advanced. We believe these attacks were due to the users' failure to properly turn on the recommended security settings when running MongoDB. We, or our service providers, may also suffer a security breach or other security incident affecting the systems or networks used to operate our business, or otherwise impacting the data that is stored or processed in the conduct of our business. Any such security breach or other security incident could lead to litigation, indemnity obligations, regulatory investigations and enforcement actions, and other liability. If our security measures, or those of our services providers, are breached or are believed to have been breached, whether as a result of third-party action, employee, vendor, or contractor error, malfeasance, phishing attacks, social engineering or otherwise, unauthorized access to or loss of data may result. If any of these events occur, our reputation could be damaged, our business may suffer, and we may face regulatory investigations and actions, litigation, indemnity obligations, damages for contract breach, and fines and penalties for violations of applicable laws or regulations. Security breaches could also result in significant costs for remediation that may include liability for stolen assets or information and repair of system damage that may have been caused, incentives offered to customers or other business partners in an effort to maintain business relationships after a breach, and other liabilities. Similarly, if a cyber incident (including any accidental or intentional computer or network issues such as phishing attacks, viruses, denial of service ("DoS"), attacks, malware installation, server malfunction, software or hardware failures, loss of data or other computer assets, adware, or other similar issues) impairs the integrity or availability of our systems, or those of our service providers, by affecting our data or the data of our customers, or reducing access to or shutting down one or more of our or our service providers' computing systems or IT network, or if any such impairment is perceived to have occurred, we may be subject to negative treatment by our customers, our business partners, the press, and the public at large. We may also experience security breaches that may remain undetected for an extended period. Techniques used to obtain unauthorized access or sabotage systems change frequently and generally are not identified until they are launched against a target, and cybersecurity threats continue to evolve and are difficult to predict due to advances in computer capabilities, new discoveries in the field of cryptography and new and sophisticated methods used by criminals, including phishing, social engineering or other illicit acts. We may be unable to anticipate these techniques or to implement adequate preventative measures. Any or all of these issues could harm our reputation and negatively impact our ability to attract new customers and increase engagement by existing customers, cause existing customers to elect not to renew their subscriptions, or subject us to third-party lawsuits, regulatory fines, actions, and investigations, or other actions or liability, thereby adversely affecting our financial results.

While we maintain general liability insurance coverage and coverage for errors or omissions, we cannot assure you that such coverage will be adequate or otherwise protect us from liabilities or damages with respect to claims alleging compromises of personal or other confidential data or otherwise relating to privacy or data security matters or that such coverage will continue to be available to us on commercially reasonable terms or at all.

Our sales cycle may be long and is unpredictable, and our sales efforts require considerable time and expense.

The timing of our sales and related revenue recognition is difficult to predict because of the length and unpredictability of the sales cycle for our offerings. We are often required to spend significant time and resources to better educate and familiarize potential customers with the value proposition of paying for our products and services. The length of our sales cycle, from initial evaluation to payment for our offerings is generally three to nine months, but can vary substantially from customer to customer or from application to application within a given customer. As the purchase and deployment of our products can be dependent upon customer initiatives, our sales cycle can extend to more than a year for some customers. Customers often view a subscription to our products and services as a strategic decision and significant investment and, as a result, frequently require considerable time to evaluate, test and qualify our product offering prior to entering into or expanding a subscription. During the sales cycle, we expend significant time and money on sales and marketing and contract negotiation activities, which may not result in a sale. Additional factors that may influence the length and variability of our sales cycle include:

- the effectiveness of our sales force, in particular new sales people as we increase the size of our sales force;

- the discretionary nature of purchasing and budget cycles and decisions;
- the obstacles placed by a customer's procurement process;
- our ability to convert users of our free Community Server offering to paying customers;
- economic conditions and other factors impacting customer budgets;
- customer evaluation of competing products during the purchasing process; and
- evolving customer demands.

Given these factors, it is difficult to predict whether and when a sale will be completed, and when revenue from a sale will be recognized, particularly since we generally recognize revenue over the term of a subscription and in some cases, when our subscription offering is purchased with a service contract, we do not recognize revenue from the subscription until services are provided, which may result in lower than expected revenue in any given period, which would have an adverse effect on our business, results of operations and financial condition.

We have a limited history with our subscription offerings and pricing model and if, in the future, we are forced to reduce prices for our subscription offerings, our revenue and results of operations will be harmed.

We have limited experience with respect to determining the optimal prices for our subscription offerings. As the market for databases evolves, or as new competitors introduce new products or services that compete with ours, we may be unable to attract new customers or convert Community Server users to paying customers on terms or based on pricing models that we have used historically. In the past, we have been able to increase our prices for our subscriptions offerings, but we may choose not to introduce or be unsuccessful in implementing future price increases. As a result of these and other factors, in the future we may be required to reduce our prices or be unable to increase our prices, or it may be necessary for us to increase our services or product offerings without additional revenue to remain competitive, all of which could harm our results of operations and financial condition.

If we are unable to attract new customers in a manner that is cost-effective and assures customer success, we will not be able to grow our business, which would adversely affect our results of operations, and financial condition.

In order to grow our business, we must continue to attract new customers in a cost-effective manner and enable these customers to realize the benefits associated with our products and services. We may not be able to attract new customers for a variety of reasons, including as a result of their use of traditional relational and/or other database products, and their internal timing, budget or other constraints that hinder their ability to migrate to or adopt our products or services.

Even if we do attract new customers, the cost of new customer acquisition, product implementation and ongoing customer support may prove so high as to prevent us from achieving or sustaining profitability. For example, in fiscal years 2018, 2017 and 2016, total sales and marketing expense represented 71%, 78% and 87% of revenue, respectively. We intend to continue to hire additional sales personnel, increase our marketing activities to help educate the market about the benefits of our platform and services, grow our domestic and international operations, and build brand awareness. We also intend to continue to cultivate our relationships with developers through continued investment and growth of our MongoDB World, MongoDB Advocacy Hub, User Groups, MongoDB University and our partner ecosystem of global system integrators, value-added resellers and independent software vendors. If the costs of these sales and marketing efforts increase dramatically, if we do not experience a substantial increase in leverage from our partner ecosystem, or if our sales and marketing efforts do not result in substantial increases in revenue, our business, results of operations, and financial condition may be adversely affected. In addition, while we expect to continue to invest in our professional services organization to accelerate our customers' ability to adopt our products and ultimately create and expand their use of our products over time, we cannot assure you that any of these investments will lead to the cost-effective acquisition of additional customers.

Our business and results of operations depend substantially on our customers renewing their subscriptions with us and expanding their use of software and related services. Any decline in our customer renewals or failure to convince our customers to broaden their use of subscription offerings and related services would harm our business, results of operations, and financial condition.

Our subscription offerings are term-based and a majority of our subscription contracts were one year in duration in fiscal year 2018. In order for us to maintain or improve our results of operations, it is important that our customers renew their subscriptions with us when the existing subscription term expires, and renew on the same or more favorable quantity

and terms. Our customers have no obligation to renew their subscriptions, and we may not be able to accurately predict customer renewal rates. In addition, the growth of our business depends in part on our customers expanding their use of subscription offerings and related services. Historically, some of our customers have elected not to renew their subscriptions with us for a variety of reasons, including as a result of changes in their strategic IT priorities, budgets, costs and, in some instances, due to competing solutions. Our retention rate may also decline or fluctuate as a result of a number of other factors, including our customers' satisfaction or dissatisfaction with our software, the increase in the contract value of subscription and support contracts from new customers, the effectiveness of our customer support services, our pricing, the prices of competing products or services, mergers and acquisitions affecting our customer base, global economic conditions, and the other risk factors described herein. As a result, we cannot assure you that customers will renew subscriptions or increase their usage of our software and related services. If our customers do not renew their subscriptions or renew on less favorable terms, or if we are unable to expand our customers' use of our software, our business, results of operations, and financial condition may be adversely affected.

If we fail to offer high quality support, our business and reputation could suffer.

Our customers rely on our personnel for support of our software included in our MongoDB Enterprise Advanced, MongoDB Atlas and MongoDB Professional packages. High-quality support is important for the renewal and expansion of our agreements with existing customers. The importance of high-quality support will increase as we expand our business and pursue new customers. If we do not help our customers quickly resolve issues and provide effective ongoing support, our ability to sell new software to existing and new customers could suffer and our reputation and relationships with existing or potential customers could be harmed.

Real or perceived errors, failures or bugs in our software could adversely affect our business, results of operations, financial condition, and growth prospects.

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

Because our software and services could be used to collect and store personal information, domestic and international privacy concerns could result in additional costs and liabilities to us or inhibit sales of our software.

Personal privacy has become a significant issue in the United States, Europe and in many other countries where we offer our software and services. The regulatory framework for privacy issues worldwide is rapidly evolving and is likely to remain uncertain for the foreseeable future. Many federal, state and foreign government bodies and agencies have adopted or are considering adopting laws, rules and regulations regarding the collection, use, storage and disclosure of personal information and breach notification procedures. Interpretation of these laws, rules and regulations and their application to our software and professional services in the United States and foreign jurisdictions is ongoing and cannot be fully determined at this time.

In the United States, these include rules and regulations promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, Computer Fraud and Abuse Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm Leach Bliley Act and state laws relating to privacy and data security. Internationally, virtually every jurisdiction in which we operate has established its own data security and privacy legal framework with which we, or our customers, must comply. There may be substantial amounts of personally identifiable information or other sensitive information uploaded to our services and managed using our software.

In December 2015, European Union ("EU") institutions reached agreement on a draft regulation that was formally adopted in April 2016, referred to as the General Data Protection Regulation (the "GDPR"), which will be enforced beginning in May 2018. The GDPR updates and modernizes the principles of the 1995 EU Data Protection Directive. The

GDPR significantly increases the level of sanctions for non-compliance from those in existing EU data protection law. EU data protection authorities will have the power to impose administrative fines for violations of the GDPR of up to a maximum of €20 million or 4% of the data controller's or data processor's total worldwide global turnover for the preceding financial year, whichever is higher, and violations of the GDPR may also lead to damages claims by data controllers and data subjects. Since we act as a data processor for our MongoDB Atlas customers, we are taking steps to cause our processes to be compliant with applicable portions of the GDPR, but we cannot assure you that such steps will be effective.

In addition to government regulation, privacy advocates and industry groups may propose new and different self-regulatory standards that may apply to us. Because the interpretation and application of privacy and data protection laws, regulations, rules and other standards are still uncertain, it is possible that these laws, rules, regulations, and other actual or alleged legal obligations, such as contractual or self-regulatory obligations, may be interpreted and applied in a manner that is inconsistent with our data management practices or the features of our software. If so, in addition to the possibility of fines, lawsuits and other claims, we could be required to fundamentally change our business activities and practices or modify our software, which we may be unable to do in a commercially reasonable manner or at all, and which could have an adverse effect on our business. Any inability to adequately address privacy concerns, even if unfounded, or comply with applicable privacy or data protection laws, regulations and other actual or alleged obligations, could result in additional cost and liability to us, damage our reputation, inhibit sales and adversely affect our business.

Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to the businesses of our customers may limit the use and adoption of, and reduce the overall demand for, our software. Privacy concerns, whether valid or not valid, may inhibit market adoption of our software particularly in certain industries and foreign countries.

The estimates of market opportunity and forecasts of market growth included in this Form 10-K may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Market opportunity estimates and growth forecasts included in this Form 10-K are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. Even if the market in which we compete meets the size estimates and growth forecasted in this Form 10-K, our business could fail to grow for a variety of reasons, which would adversely affect our results of operations.

We could incur substantial costs in protecting or defending our intellectual property rights, and any failure to protect our intellectual property rights could reduce the value of our software and brand.

Our success and ability to compete depend in part upon our intellectual property rights. As of January 31, 2018, we had twelve issued patents and 40 pending patent applications in the United States, which may not result in issued patents. Even if a patent issues, we cannot assure you that such patent will be adequate to protect our business. We primarily rely on copyright, trademark laws, trade secret protection and confidentiality or other contractual arrangements with our employees, customers, partners and others to protect our intellectual property rights. However, the steps we take to protect our intellectual property rights may not be adequate. In order to protect our intellectual property rights, we may be required to spend significant resources to establish, monitor and enforce such rights. Litigation brought to enforce our intellectual property rights could be costly, time-consuming and distracting to management and could be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights, which may result in the impairment or loss of portions of our intellectual property. The laws of some foreign countries do not protect our intellectual property rights to the same extent as the laws of the United States, and effective intellectual property protection and mechanisms may not be available in those jurisdictions. We may need to expend additional resources to defend our intellectual property in these countries, and our inability to do so could impair our business or adversely affect our international expansion. Even if we are able to secure our intellectual property rights, there can be no assurances that such rights will provide us with competitive advantages or distinguish our products and services from those of our competitors or that our competitors will not independently develop similar technology. In addition, we regularly contribute source code under open source licenses and have made some of our own software available under open source licenses, and we include third-party open source software in our products. Because the source code for any software we contribute to open source projects or distribute under open source licenses is publicly available, our ability to protect our intellectual property rights with respect to such source code may be limited or lost entirely. In addition, from time to time, we may face claims from third parties claiming ownership of, or demanding release of, the software or derivative works that we have developed using third-party open source software, which could include our proprietary source code, or otherwise seeking to enforce the terms of the applicable open-source license.

Unfavorable conditions in our industry or the global economy or reductions in information technology spending could limit our ability to grow our business and negatively affect our results of operations.

Our results of operations may vary based on the impact of changes in our industry or the global economy on us or our customers. The revenue growth and potential profitability of our business depend on demand for database software and services generally and for our subscription offering and related services in particular. Current or future economic uncertainties or downturns could adversely affect our business and results of operations. Negative conditions in the general economy both in the United States and abroad, including conditions resulting from changes in gross domestic product growth, financial and credit market fluctuations, political turmoil, natural catastrophes, warfare and terrorist attacks on the United States, Europe, the Asia Pacific region or elsewhere, could cause a decrease in business investments, including spending on information technology, and negatively affect the growth of our business. To the extent our database software is perceived by customers and potential customers as costly, or too difficult to deploy or migrate to, our revenue may be disproportionately affected by delays or reductions in general information technology spending. Also, competitors, many of whom are larger and more established than we are, may respond to market conditions by lowering prices and attempting to lure away our customers. In addition, the increased pace of consolidation in certain industries may result in reduced overall spending on our subscription offerings and related services. We cannot predict the timing, strength or duration of any economic slowdown, instability or recovery, generally or within any particular industry. If the economic conditions of the general economy or markets in which we operate worsen from present levels, our business, results of operations and financial condition could be adversely affected.

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

In addition to our direct sales force and our website, we use strategic partners, such as global system integrators, value-added resellers and independent software vendors to sell our subscription offerings and related services. Our agreements with our partners are generally nonexclusive, meaning our partners may offer their customers products and services of several different companies, including products and services that compete with ours, or may themselves be or become competitors. If our partners do not effectively market and sell our subscription offerings and related services, choose to use greater efforts to market and sell their own products and services or those of our competitors, or fail to meet the needs of our customers, our ability to grow our business and sell our subscription offerings and related services may be harmed. Our partners may cease marketing our subscription offerings or related services with limited or no notice and with little or no penalty. The loss of a substantial number of our partners, our possible inability to replace them, or the failure to recruit additional partners could harm our growth objectives and results of operations.

We rely upon third-party cloud providers to host our cloud offering; any disruption of or interference with our use of third-party cloud providers would adversely affect our business, results of operations and financial condition.

We outsource substantially all of the infrastructure relating to MongoDB Atlas across AWS, Microsoft Azure and GCP to host our cloud offering. Customers of MongoDB Atlas need to be able to access our platform at any time, without interruption or degradation of performance, and we provide them with service level commitments with respect to uptime. Third-party cloud providers run their own platforms that we access, and we are, therefore, vulnerable to their service interruptions. We may experience interruptions, delays and outages in service and availability from time to time as a result of problems with our third-party cloud providers' infrastructure. Lack of availability of this infrastructure could be due to a number of potential causes including technical failures, natural disasters, fraud or security attacks that we cannot predict or prevent. Such outages could lead to the triggering of our service level agreements and the issuance of credits to our cloud offering customers, which may impact our business, results of operations and financial condition. In addition, if our security, or that of any of these third-party cloud providers, is compromised, our software is unavailable or our customers are unable to use our software within a reasonable amount of time or at all, then our business, results of operations and financial condition could be adversely affected. In some instances, we may not be able to identify the cause or causes of these performance problems within a period of time acceptable to our customers. It is possible that our customers and potential customers would hold us accountable for any breach of security affecting a third-party cloud provider's infrastructure and we may incur significant liability from those customers and from third parties with respect to any breach affecting these systems. We may not be able to recover a material portion of our liabilities to our customers and third parties from a third-party cloud provider. It may also become increasingly difficult to maintain and improve our performance, especially during peak usage times, as our software becomes more complex and the usage of our software increases. Any of the above circumstances or events may harm our business, results of operations and financial condition.

Interruptions or performance problems associated with our technology and infrastructure may adversely affect our business, results of operations and financial condition.

Our continued growth depends in part on the ability of our existing customers and new customers to access our software at any time and within an acceptable amount of time. We may experience service disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes or failures, human or software errors, malicious acts, terrorism or capacity constraints. Capacity constraints could be due to a number of potential causes including technical failures, natural disasters, fraud or security attacks. In some instances, we may not be able to identify and/or remedy the cause or causes of these performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve our performance as our software offerings and customer implementations become more complex. If our software is unavailable or if our customers are unable to access features of our software within a reasonable amount of time or at all, or if other performance problems occur, our business, results of operations and financial conditions may be adversely affected.

Incorrect or improper implementation or use of our software could result in customer dissatisfaction and harm our business, results of operations, financial condition and growth prospects.

Our database software and related services are designed to be deployed in a wide variety of technology environments, including in large-scale, complex technology environments, and we believe our future success will depend at least, in part, on our ability to support such deployments. Implementations of our software may be technically complicated, and it may not be easy to maximize the value of our software without proper implementation and training. For example, since January 2017, industry publications have reported ransomware attacks on over 80,000 MongoDB instances. Almost all of these instances were launched by users with our Community Server offering rather than users of MongoDB Enterprise Advanced. We believe these attacks were due to the users' failure to properly turn on the recommended security settings when running MongoDB. If our customers are unable to implement our software successfully, or in a timely manner, customer perceptions of our company and our software may be impaired, our reputation and brand may suffer, and customers may choose not to renew their subscriptions or increase their purchases of our related services.

Our customers and partners need regular training in the proper use of and the variety of benefits that can be derived from our software to maximize its potential. We often work with our customers to achieve successful implementations, particularly for large, complex deployments. Our failure to train customers on how to efficiently and effectively deploy and use our software, or our failure to provide effective support or professional services to our customers, whether actual or perceived, may result in negative publicity or legal actions against us. Also, as we continue to expand our customer base, any actual or perceived failure by us to properly provide these services will likely result in lost opportunities for follow-on sales of our related services.

If we fail to meet our service level commitments, our business, results of operations and financial condition could be adversely affected.

Our agreements with customers typically provide for service level commitments. Our MongoDB Professional and MongoDB Enterprise Advanced customers typically get service level commitments with certain guaranteed response times and comprehensive 24x365 coverage. Our MongoDB Atlas customers typically get monthly uptime service level commitments, where we are required to provide a service credit for any extended periods of downtime. The complexity and quality of our customer's implementation and the performance and availability of cloud services and cloud infrastructure are outside our control and, therefore, we are not in full control of whether we can meet these service level commitments. Our business, results of operations and financial condition could be adversely affected if we fail to meet our service level commitments for any reason. Any extended service outages could adversely affect our business, reputation and brand.

We rely on the performance of highly skilled personnel, including senior management and our engineering, professional services, sales and technology professionals; if we are unable to retain or motivate key personnel or hire, retain and motivate qualified personnel, our business would be harmed.

We believe our success has depended, and continues to depend, on the efforts and talents of our senior management team, particularly our Chief Executive Officer and Chief Technology Officer, and our highly skilled team members, including our sales personnel, client services personnel and software engineers. We do not maintain key man insurance on any of our executive officers or key employees. From time to time, there may be changes in our senior management team resulting from the termination or departure of our executive officers and key employees. The majority of our senior management and key employees are employed on an at-will basis, which means that they could terminate their employment with us at any time. The loss of any of our senior management or key employees could adversely affect our ability to build on the efforts they

have undertaken and to execute our business plan, and we may not be able to find adequate replacements. We are currently in the process of replacing our Chief Revenue Officer and such a transition may take longer than we expect, disrupt our ongoing business, lead to increased attrition and divert our management's attention, which may adversely impact our results of operations in the near term. We cannot ensure that we will be able to retain the services of any members of our senior management or other key employees.

Our ability to successfully pursue our growth strategy also depends on our ability to attract, motivate and retain our personnel. Competition for well-qualified employees in all aspects of our business, including sales personnel, client services personnel and software engineers, is intense. Our recruiting efforts focus on elite organizations and our primary recruiting competition are well-known, high-paying technology companies. Our continued ability to compete effectively depends on our ability to attract new employees and to retain and motivate existing employees. If we do not succeed in attracting well-qualified employees or retaining and motivating existing employees, our business would be adversely affected.

If we are not able to maintain and enhance our brand, especially among developers, our business and results of operations may be adversely affected.

We believe that developing and maintaining widespread awareness of our brand, especially with developers, in a cost-effective manner is critical to achieving widespread acceptance of our software and attracting new customers. Brand promotion activities may not generate customer awareness or increase revenue, and even if they do, any increase in revenue may not offset the expenses we incur in building our brand. For instance, our continued focus and investment in MongoDB World, MongoDB University, and similar investments in our brand and customer engagement and education may not generate a sufficient financial return. If we fail to successfully promote and maintain our brand, or continue to incur substantial expenses, we may fail to attract or retain customers necessary to realize a sufficient return on our brand-building efforts, or to achieve the widespread brand awareness that is critical for broad customer adoption of our platform.

Our corporate culture has contributed to our success, and if we cannot maintain this culture as we grow, we could lose the innovation, creativity and entrepreneurial spirit we have worked hard to foster, which could harm our business.

We believe that our culture has been and will continue to be a key contributor to our success. From January 31, 2015 to January 31, 2018, we increased the size of our workforce by 579 employees, and we expect to continue to hire aggressively as we expand, especially research and development and sales and marketing personnel. If we do not continue to maintain our corporate culture as we grow, we may be unable to foster the innovation, creativity, and entrepreneurial spirit we believe we need to support our growth. Moreover, once the lock-up period in connection with our initial public offering ("IPO") expires in April 2018, many of our existing employees may be able to receive significant proceeds from sales of our Class A common stock in the public markets, which could lead to employee attrition and disparities of wealth among our employees that adversely affect relations among employees and our culture in general. Our substantial anticipated headcount growth and our transition from a private company to a public company may result in a change to our corporate culture, which could harm our business.

We depend and rely upon SaaS technologies from third parties to operate our business, and interruptions or performance problems with these technologies may adversely affect our business and results of operations.

We rely on hosted SaaS applications from third parties in order to operate critical functions of our business, including enterprise resource planning, order management, contract management billing, project management, and accounting and other operational activities. If these services become unavailable due to extended outages, interruptions or because they are no longer available on commercially reasonable terms, our expenses could increase, our ability to manage finances could be interrupted and our processes for managing sales of our platform and supporting our customers could be impaired until equivalent services, if available, are identified, obtained and implemented, all of which could adversely affect our business.

We may be subject to intellectual property rights claims by third parties, which may be costly to defend, could require us to pay significant damages and could limit our ability to use certain technologies.

Companies in the software and technology industries, including some of our current and potential competitors, own large numbers of patents, copyrights, trademarks and trade secrets and frequently enter into litigation based on allegations of infringement or other violations of intellectual property rights. We have in the past and may in the future be subject to claims that we have misappropriated, misused or infringed the intellectual property rights of our competitors, non-practicing entities or other third parties. This risk is exacerbated by the fact that our software incorporates third-party open source software.

Any intellectual property claims, with or without merit, could be very time-consuming and expensive and could divert our management's attention and other resources. These claims could also subject us to significant liability for damages, potentially including treble damages if we are found to have willfully infringed patents or copyrights. These claims could also result in our having to stop using technology found to be in violation of a third party's rights, some of which we have invested considerable effort and time to bring to market. We might be required to seek a license for the intellectual property, which may not be available on reasonable terms or at all. Even if a license is available, we could be required to pay significant royalties, which would increase our operating expenses. As a result, we may be required to develop alternative non-infringing technology, which could require significant effort and expense. If we cannot license or develop technology for any aspect of our business that may ultimately be determined to infringe on the intellectual property rights of another party, we could be forced to limit or stop sales of subscriptions to our software and may be unable to compete effectively. Any of these results would adversely affect our business, results of operations and financial condition.

Indemnity provisions in various agreements potentially expose us to substantial liability for intellectual property infringement and other losses.

Our agreements with customers and other third parties may include indemnification provisions under which we agree to indemnify them for losses suffered or incurred as a result of claims of intellectual property infringement, damages caused by us to property or persons, or other liabilities relating to or arising from our software, services or other contractual obligations. Large indemnity payments could harm our business, results of operations and financial condition. Although we normally contractually limit our liability with respect to such indemnity obligations, we may still incur substantial liability related to them. Any dispute with a customer with respect to such obligations could have adverse effects on our relationship with that customer and other existing customers and new customers and harm our business and results of operations.

We recognize a majority of our revenue over the term of our customer contracts. Consequently, increases or decreases in new sales may not be immediately reflected in our results of operations and may be difficult to discern.

We currently recognize subscription revenue from subscription customers ratably over the terms of their contracts. The majority of our subscription contracts were one year in duration in fiscal year 2018. As a result, a portion of the revenue we report in each quarter is derived from the recognition of deferred revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscriptions in any single quarter may have a small impact on the revenue that we recognize for that quarter. However, such a decline will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales and potential changes in our pricing policies or rate of customer expansion or retention, may not be fully reflected in our results of operations until future periods. In addition, a significant majority of our costs are expensed as incurred, while revenue is recognized over the life of the subscription agreement. As a result, growth in the number of customers could continue to result in our recognition of higher costs and lower revenue in the earlier periods of our subscription agreements. Finally, our subscription-based revenue model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new customers and significant increases in the size of subscriptions with existing customers must be recognized over the applicable subscription term.

In May 2014, the Financial Accounting Standards Board ("FASB") issued FASB Accounting Standards Updated ("ASU") No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which supersedes the revenue recognition requirements in Accounting Standards Codification 605, Revenue Recognition. We are evaluating ASU 2014-09 and have not determined the impact it may have on our financial reporting. However, upon adoption, we may be required to recognize revenue differently with respect to our subscriptions, which may cause variability in our reported operating results due to periodic or long-term changes in the mix among our subscription offerings. For further details, see the risk factor below titled "*Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.*"

Because our long-term growth strategy involves further expansion of our sales to customers outside the United States, our business will be susceptible to risks associated with international operations.

A component of our growth strategy involves the further expansion of our operations and customer base internationally. In the fiscal years ended January 31, 2018, 2017 and 2016, total revenue generated from customers outside the United States was 36%, 35% and 31%, respectively, of our total revenue. We currently have international offices outside of North America throughout Europe, the Middle East and Africa ("EMEA") and the Asia-Pacific region, focusing primarily on selling our products and services in those regions. In the future, we may expand to other international locations. Our current international operations and future initiatives involve a variety of risks, including:

- changes in a specific country's or region's political or economic conditions;

- the need to adapt and localize our products for specific countries;
- greater difficulty collecting accounts receivable and longer payment cycles;
- unexpected changes in laws, regulatory requirements, taxes or trade laws;
- more stringent regulations relating to privacy and data security and the unauthorized use of, or access to, commercial and personal information, particularly in EMEA;
- differing labor regulations, especially in EMEA, where labor laws are generally more advantageous to employees as compared to the United States, including deemed hourly wage and overtime regulations in these locations;
- challenges inherent in efficiently managing an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits and compliance programs;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems and regulatory systems;
- increased travel, real estate, infrastructure and legal compliance costs associated with international operations;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into hedging transactions if we chose to do so in the future;
- limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- laws and business practices favoring local competitors or general preferences for local vendors;
- limited or insufficient intellectual property protection or difficulties enforcing our intellectual property;
- political instability or terrorist activities;
- exposure to liabilities under anti-corruption and anti-money laundering laws, including the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act and similar laws and regulations in other jurisdictions; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

Our limited experience in operating our business internationally increases the risk that any potential future expansion efforts that we may undertake will not be successful. If we invest substantial time and resources to expand our international operations and are unable to do so successfully and in a timely manner, our business and results of operations will suffer.

If currency exchange rates fluctuate substantially in the future, our financial results, which are reported in U.S. dollars, could be adversely affected.

As we continue to expand our international operations, we become more exposed to the effects of fluctuations in currency exchange rates. Often, contracts executed by our foreign operations are denominated in the currency of that country or region and a portion of our revenue is therefore subject to foreign currency risks. However, a strengthening of the U.S. dollar could increase the real cost of our subscription offerings and related services to our customers outside of the United States, adversely affecting our business, results of operations and financial condition. We incur expenses for employee compensation and other operating expenses at our non-U.S. locations in the local currency. Fluctuations in the exchange rates between the U.S. dollar and other currencies could result in the dollar equivalent of such expenses being higher. This could have a negative impact on our reported results of operations. To date, we have not engaged in any hedging strategies, and any such strategies, such as forward contracts, options and foreign exchange swaps related to transaction exposures that we may implement in the future to mitigate this risk may not eliminate our exposure to foreign exchange fluctuations. Moreover, the use of hedging instruments may introduce additional risks if we are unable to structure effective hedges with such instruments.

Changes in laws and regulations related to the internet or changes in the internet infrastructure itself may diminish the demand for our software, and could have a negative impact on our business.

The future success of our business, and particularly our cloud offerings, such as MongoDB Atlas, depends upon the continued use of the internet as a primary medium for commerce, communication and business applications. Federal, state or foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. Changes in these laws or regulations could require us to modify our software in order to comply with these changes. In addition, government agencies or private organizations may begin to impose taxes, fees or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet-related commerce or communications generally, resulting in reductions in the demand for internet-based solutions such as ours.

In addition, the use of the internet as a business tool could be adversely affected due to delays in the development or adoption of new standards and protocols to handle increased demands of internet activity, security, reliability, cost, ease of use, accessibility, and quality of service. The performance of the internet and its acceptance as a business tool have been adversely affected by “ransomware,” “viruses,” “worms,” “malware,” “phishing attacks,” “data breaches” and similar malicious programs, behavior, and events, and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If the use of the internet is adversely affected by these issues, demand for our subscription offerings and related services could suffer.

Our corporate structure and intercompany arrangements are subject to the tax laws of various jurisdictions, and we could be obligated to pay additional taxes, which would harm our results of operations.

Based on our current corporate structure, we may be subject to taxation in several jurisdictions around the world with increasingly complex tax laws, the application of which can be uncertain. The amount of taxes we pay in these jurisdictions could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or revised interpretations of existing tax laws and precedents. The authorities in these jurisdictions could review our tax returns or require us to file tax returns in jurisdictions in which we are not currently filing, and could impose additional tax, interest and penalties. In addition, the authorities could claim that various withholding requirements apply to us or our subsidiaries, assert that benefits of tax treaties are not available to us or our subsidiaries, or challenge our methodologies for valuing developed technology or intercompany arrangements, including our transfer pricing. The relevant taxing authorities may determine that the manner in which we operate our business does not achieve the intended tax consequences. If such a disagreement was to occur, and our position was not sustained, we could be required to pay additional taxes, and interest and penalties. Such authorities could claim that various withholding requirements apply to us or our subsidiaries or assert that benefits of tax treaties are not available to us or our subsidiaries. Any increase in the amount of taxes we pay or that are imposed on us could increase our worldwide effective tax rate and harm our business and results of operations.

We may acquire or invest in companies, which may divert our management’s attention and result in additional dilution to our stockholders. We may be unable to integrate acquired businesses and technologies successfully or achieve the expected benefits of such acquisitions.

Our success will depend, in part, on our ability to grow our business in response to changing technologies, customer demands and competitive pressures. In some circumstances, we may choose to do so through the acquisition of businesses and technologies rather than through internal development. The identification of suitable acquisition candidates can be difficult, time-consuming and costly, and we may not be able to successfully complete identified acquisitions. The risks we face in connection with acquisitions include:

- an acquisition may negatively affect our results of operations because it may require us to incur charges or assume substantial debt or other liabilities, may cause adverse tax consequences or unfavorable accounting treatment, may expose us to claims and disputes by stockholders and third parties, including intellectual property claims and disputes, or may not generate sufficient financial return to offset additional costs and expenses related to the acquisition;
- we may encounter difficulties or unforeseen expenditures in integrating the business, technologies, products, personnel or operations of any company that we acquire, particularly if key personnel of the acquired company decide not to work for us;
- we may not be able to realize anticipated synergies;

- an acquisition may disrupt our ongoing business, divert resources, increase our expenses and distract our management;
- an acquisition may result in a delay or reduction of customer purchases for both us and the company acquired due to customer uncertainty about continuity and effectiveness of service from either company;
- we may encounter challenges integrating the employees of the acquired company into our company culture;
- we may encounter difficulties in, or may be unable to, successfully sell any acquired products;
- our use of cash to pay for acquisitions would limit other potential uses for our cash;
- if we incur debt to fund any acquisitions, such debt may subject us to material restrictions on our ability to conduct our business, including financial maintenance covenants; and
- if we issue a significant amount of equity securities in connection with future acquisitions, existing stockholders may be diluted and earnings per share may decrease.

The occurrence of any of these risks could have an adverse effect on our business, results of operations and financial condition.

We are an “emerging growth company,” and our election to comply with the reduced disclosure requirements as a public company may make our Class A common stock less attractive to investors.

For so long as we remain an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”), we may take advantage of certain exemptions from various requirements that are applicable to public companies that are not “emerging growth companies,” including not being required to comply with the independent auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, being required to provide fewer years of audited financial statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We will remain an “emerging growth company” until the earlier to occur of (1) the last day of the fiscal year (a) following October 23, 2022, (b) in which our annual gross revenue is \$1.07 billion or more, or (c) in which we are deemed to be a “large accelerated filer” as defined in the Exchange Act, and (2) the date on which we have, during the previous rolling three-year period, issued more than \$1 billion in non-convertible debt securities. In addition, the JOBS Act also provides that an “emerging growth company” can take advantage of an extended transition period for complying with new or revised accounting standards. We have chosen to take advantage of such extended transition period, and as a result, we will not comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies.

We cannot predict if investors will find our Class A common stock less attractive because we may rely on these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock, and our stock price may be more volatile and may decline.

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

We are subject to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), the U.S. Travel Act, the U.K. Bribery Act (the “Bribery Act”), and other anti-corruption, anti-bribery and anti-money laundering laws in various jurisdictions around the world. The FCPA, Bribery Act, and similar applicable laws generally prohibit companies, their officers, directors, employees and third-party intermediaries, business partners, and agents from making improper payments or providing other improper things of value to government officials or other persons. We and our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities and other third parties where we may be held liable for the corrupt or other illegal activities of these third-party business partners and intermediaries, our employees, representatives, contractors, resellers, and agents, even if we do not explicitly authorize such activities. While we have policies and procedures and internal controls to address compliance with such laws, we cannot assure you that all of our employees and agents will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible. To the extent that we learn that any of our employees, third-party intermediaries, agents, or business partners do not adhere to our policies, procedures, or internal controls, we are committed to taking appropriate remedial action. In the event that we believe or have reason to believe that our directors,

officers, employees, third-party intermediaries, agents, or business partners have or may have violated such laws, we may be required to investigate or have outside counsel investigate the relevant facts and circumstances. Detecting, investigating and resolving actual or alleged violations can be extensive and require a significant diversion of time, resources, and attention from senior management. Any violation of the FCPA, Bribery Act, or other applicable anti-bribery, anti-corruption laws, and anti-money laundering laws could result in whistleblower complaints, adverse media coverage, investigations, loss of export privileges, severe criminal or civil sanctions, fines, and penalties or suspension or debarment from U.S. government contracts, all of which may have a material adverse effect on our reputation, business, operating results and prospects, and financial condition.

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

Generally accepted accounting principles in the United States (“GAAP”), are subject to interpretation by the FASB, the SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of a change.

In particular, in May 2014, the FASB issued FASB ASU No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which supersedes the revenue recognition requirements in ASC 605, Revenue Recognition. The core principle of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. As an “emerging growth company” the JOBS Act allows us to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. We have elected to use this extended transition period under the JOBS Act with respect to ASU 2014-09. If we lose our “emerging growth company” status this year, we could be required to adopt the new revenue standard for our fiscal year ending January 31, 2019. If we remain an “emerging growth company,” we will be required to adopt the new standard no later than the fiscal year ending January 31, 2020, though early adoption is permitted.

While we continue to assess the potential impacts of the new revenue standard, we currently expect unearned subscription revenue to decline significantly upon adoption. Currently, as our subscription offerings include software term licenses and post-contract customer support for which we have not established vendor specific objective evidence (“VSOE”), the entire subscription fee is recognized ratably over the term of the contract. However, under the new revenue standard, the requirement for VSOE for undelivered elements is eliminated and, as a result, we will be required to identify all deliverables in a contract and recognize revenue based on each deliverable separately. We currently expect that the portion related to the software term license deliverable will be recognized upon delivery. We are in the process of determining the revenue recognition impact for the other deliverables of each contract. We continue to evaluate the effect that the new revenue standard will have on our consolidated financial statements and related disclosures, and preliminary assessments are subject to change.

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

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as described in Note 2 to the Notes to Consolidated Financial Statements included in Part II, Item 8, *Financial Statements*, of this Form 10-K. The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our Consolidated Financial Statements include those related to revenue recognition, allowances for doubtful accounts, fair value of stock-based awards, fair value of redeemable convertible preferred stock warrants prior to our IPO, legal contingencies, fair value of acquired intangible assets and goodwill, useful lives of acquired intangible assets and property and equipment, and accounting for income taxes. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of our Class A common stock.

If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, and the rules and regulations of the applicable listing standards of the Nasdaq. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting and financial compliance costs, make some activities more difficult, time-consuming and costly, and place significant strain on our personnel, systems and resources.

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

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

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

We may require additional capital to support our operations or the growth of our business, and we cannot be certain that this capital will be available on reasonable terms when required, or at all.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new features or otherwise enhance our database software, improve our operating infrastructure or acquire businesses and technologies. Accordingly, we may need to secure additional capital through equity or debt financings. If we raise additional capital, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our Class A common stock and Class B common stock. Any debt financing that we may secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. We may not be able to obtain additional financing on terms that are favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms that are satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly impaired, and our business may be harmed.

We are a multinational organization faced with increasingly complex tax issues in many jurisdictions, and we could be obligated to pay additional taxes in various jurisdictions.

As a multinational organization, we may be subject to taxation in several jurisdictions around the world with increasingly complex tax laws, the amount of taxes we pay in these jurisdictions could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or revised interpretations of existing tax laws and precedents, which could have a material adverse effect on our liquidity and operating results. In addition, the authorities in these jurisdictions could review our tax returns and impose additional tax, interest and penalties, and the authorities could claim that various withholding requirements apply to us or our subsidiaries or assert that benefits of tax treaties are not available to us or our subsidiaries, any of which could have a material impact on us and the results of our operations.

The enactment of legislation implementing changes in U.S. taxation of international business activities or the adoption of other tax reform policies could materially impact our financial position and results of operations.

Changes to U.S. tax laws, including limitations on the ability of taxpayers to claim and utilize foreign tax credits and the deferral of certain tax deductions until earnings outside of the United States are repatriated to the United States, as well as changes to U.S. tax laws that may be enacted in the future, could impact the tax treatment of our foreign earnings. Due to expansion of our international business activities, any changes in the U.S. taxation of such activities may increase our worldwide effective tax rate and adversely affect our financial position and results of operations.

In addition, potential tax reform in the United States may result in significant changes to U.S. federal income taxation law, including changes to the U.S. federal income taxation of corporations (including the Company) and/or changes to the U.S. federal income taxation of stockholders in U.S. corporations, including investors in our Class A common stock. We are currently unable to predict whether such changes will occur and, if so, the impact of such changes, including on the U.S. federal income tax considerations relating to the purchase, ownership and disposition of our Class A common stock.

For example, the Tax Cuts and Jobs Act of 2017 (the “Tax Act”) was enacted on December 22, 2017 and significantly reformed the Internal Revenue Code of 1986, as amended (the “Code”). The Tax Act contains significant changes to corporate taxation, including reduction of the corporate tax rate from 35% to 21%, limitation of the tax deduction for interest expense to 30% of earnings, limitation of the deduction for net operating losses to 80% of current year taxable income and elimination of net operating loss (“NOL”) carrybacks, one time taxation of offshore earnings at reduced rates regardless of whether they are repatriated, elimination of U.S. tax on foreign earnings (subject to certain important exceptions), immediate deductions for certain new investments instead of deductions for depreciation expense over time, and modifying or repealing many business deductions and credits. Given the significant complexity of the Tax Act, anticipated guidance from the Internal Revenue Service about implementing the Tax Act, and the potential for additional guidance from the SEC or the FASB related to the Tax Act, the overall impact of the Tax Act on us is uncertain, and our business and financial condition could be adversely affected.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

As of January 31, 2018, we had NOL carryforwards for federal, state and Irish income tax purposes of approximately \$209.5 million, \$166.5 million and \$182.3 million, respectively, which may be available to offset taxable income in the future, and which expire in various years beginning in the year ending January 31, 2028 for federal purposes and the year ending January 31, 2021 for state purposes if not utilized. Ireland allows NOLs to be carried forward indefinitely. A lack of future taxable income would adversely affect our ability to utilize these NOLs before they expire. In general, under Section 382 of the Code, a corporation that undergoes an “ownership change” (as defined under Section 382 of the Code and applicable Treasury Regulations) is subject to limitations on its ability to utilize its pre-change NOLs to offset future taxable income. We may experience a future ownership change under Section 382 of the Code that could affect our ability to utilize the NOLs to offset our income. Furthermore, our ability to utilize NOLs of companies that we have acquired or may acquire in the future may be subject to limitations. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to reduce future income tax liabilities, including for state tax purposes. For example, the Tax Act included changes to the uses and limitations of NOLs. While the Tax Act allows for federal NOLs incurred in tax years beginning prior to December 31, 2017 to be carried forward indefinitely, the Tax Act also imposes an 80% limitation on the use of federal NOLs that are generated in tax years beginning after December 31, 2017.

For these reasons, we may not be able to utilize a material portion of the NOLs reflected on our balance sheet, even if we attain profitability, which could potentially result in increased future tax liability to us and could adversely affect our results of operations and financial condition.

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

We do not collect sales and use, value added or similar taxes in all jurisdictions in which we have sales, and we have been advised that such taxes are not applicable to our products and services in certain jurisdictions. Sales and use, value added and similar tax laws and rates vary greatly by jurisdiction. Certain jurisdictions in which we do not collect such taxes may assert that such taxes are applicable, which could result in tax assessments, penalties and interest, to us or our end-customers for the past amounts, and we may be required to collect such taxes in the future. If we are unsuccessful in collecting such taxes from our end-customers, we could be held liable for such costs. Such tax assessments, penalties and interest, or future requirements may adversely affect our results of operations.

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

Our offerings are subject to United States export controls, and we incorporate encryption technology into certain of our offerings. These encryption offerings and the underlying technology may be exported outside of the United States only with the required export authorizations, including by license.

Furthermore, our activities are subject to the U.S. economic sanctions laws and regulations that prohibit the shipment of certain products and services without the required export authorizations or export to countries, governments, and persons targeted by U.S. sanctions. While we take precautions to prevent our offerings from being exported in violation of these laws, including obtaining authorizations for our encryption offerings, implementing IP address blocking and screenings against U.S. Government and international lists of restricted and prohibited persons, we cannot guarantee that the precautions we take will prevent violations of export control and sanctions laws.

We also note that if our channel partners fail to obtain appropriate import, export or re-export licenses or permits, we may also be adversely affected, through reputational harm as well as other negative consequences including government investigations and penalties. We presently incorporate export control compliance requirements in our channel partner agreements. Complying with export control and sanctions regulations for a particular sale may be time-consuming and may result in the delay or loss of sales opportunities.

If we fail to comply with U.S. sanctions and export control laws and regulations, we and certain of our employees could be subject to substantial civil or criminal penalties, including the possible loss of export or import privileges, fines, which may be imposed on us and responsible employees or managers and, in extreme cases, the incarceration of responsible employees or managers.

Also, various countries, in addition to the United States, regulate the import and export of certain encryption and other technology, including import and export permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our offerings or could limit our customers' ability to implement our offerings in those countries. Changes in our offerings or future changes in export and import regulations may create delays in the introduction of our offerings in international markets, prevent our customers with international operations from deploying our offerings globally or, in some cases, prevent the export or import of our offerings to certain countries, governments, or persons altogether. Any change in export or import regulations, economic sanctions or related legislation, or change in the countries, governments, persons or technologies targeted by such regulations, could result in decreased use of our offerings by, or in our decreased ability to export or sell our offerings to, existing or potential customers with international operations. Any decreased use of our offerings or limitation on our ability to export or sell our offerings would likely adversely affect our business operations and financial results.

Our business is subject to the risks of earthquakes, fire, floods and other natural catastrophic events, and to interruption by man-made problems such as power disruptions, computer viruses, data security breaches or terrorism.

Our corporate headquarters is located in New York City, and we have an office in Palo Alto, California and in 32 other locations. A significant natural disaster or man-made problem, such as an earthquake, fire, flood or an act of terrorism, occurring in any of these locations, or where a business partner is located, could adversely affect our business, results of

operations and financial condition. Further, if a natural disaster or man-made problem were to affect datacenters used by our cloud infrastructure service providers this could adversely affect the ability of our customers to use our products. In addition, natural disasters and acts of terrorism could cause disruptions in our or our customers' businesses, national economies or the world economy as a whole. In the event of a major disruption caused by a natural disaster or man-made problem, we may be unable to continue our operations and may endure system interruptions, reputational harm, delays in our development activities, lengthy interruptions in service, breaches of data security and loss of critical data, any of which could adversely affect our business, results of operations and financial condition.

In addition, as computer malware, viruses and computer hacking, fraudulent use attempts and phishing attacks have become more prevalent, we face increased risk from these activities to maintain the performance, reliability, security and availability of our subscription offerings and related services and technical infrastructure to the satisfaction of our customers, which may harm our reputation and our ability to retain existing customers and attract new customers.

Risks Related to Ownership of Our Class A Common Stock

The dual class structure of our common stock has the effect of concentrating voting control with those stockholders who held our capital stock prior to the completion of our IPO, including our executive officers, employees and directors and their affiliates, which will limit your ability to influence the outcome of important transactions, including a change in control.

Our Class B common stock has 10 votes per share, and our Class A common stock has one vote per share. As a result, as of January 31, 2018, holders of our Class B common stock represented approximately 97% of the voting power of our outstanding capital stock and our directors, executive officers, and each of their affiliated entities, represented approximately 56% of the voting power of our outstanding capital stock. This concentrated control will limit the ability of holders of our Class A common stock to influence corporate matters for the foreseeable future. For example, holders of our Class B common stock will be able to control all matters submitted to our stockholders for approval even when the shares of Class B common stock represent a small minority of all outstanding shares of our Class A common stock and Class B common stock, including amendments of our amended and restated certificate of incorporation or amended and restated bylaws, increases to the number of shares available for issuance under our equity incentive plans or adoption of new equity incentive plans and approval of any merger or sale of assets for the foreseeable future. Holders of our Class B common stock may also have interests that differ from the interests of holders of our Class A common stock and may vote in a way with which holders of our Class A common stock may disagree and which may be adverse to such holders' interests. This concentrated control may have the effect of delaying, preventing or deterring a change in control of our company, could deprive our stockholders of an opportunity to receive a premium for their capital stock as part of a sale of our company and might ultimately affect the market price of our Class A common stock.

Future transfers by holders of our Class B common stock will generally result in those shares converting into shares of our Class A common stock, subject to limited exceptions, such as certain transfers effected for tax or estate planning purposes. The conversion of shares of our Class B common stock into shares of our Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. For example, as of January 31, 2018, Kevin P. Ryan, Eliot Horowitz and Dwight Merriman represented approximately 20% of the voting power of our outstanding capital stock, and if they retain a significant portion of their holdings of our Class B common stock for an extended period of time, they could control a significant portion of the voting power of our capital stock for the foreseeable future. As board members, Messrs. Ryan and Horowitz each owe a fiduciary duty to our stockholders and must act in good faith and in a manner they each reasonably believe to be in the best interests of our stockholders. As stockholders, Messrs. Ryan, Horowitz and Merriman are entitled to vote their shares in their own interests, which may not always be in the interests of our stockholders generally.

We cannot predict the impact our dual class structure may have on our stock price or our business.

We cannot predict whether our dual class structure, combined with the concentrated control of our stockholders who held our capital stock prior to the completion of our IPO, including our executive officers, employees and directors and their affiliates, will result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences. For example, certain index providers have announced restrictions on including companies with multiple-class share structures in certain of their indexes. In July 2017, FTSE Russell announced that it plans to require new constituents of its indexes to have greater than 5% of the company's voting rights in the hands of public stockholders, and S&P Dow Jones announced that it will no longer admit companies with multiple-class share structures to certain of its indexes. Because of our dual class structure, we will likely be excluded from these indexes and we cannot assure you that other stock indexes will not take similar actions. Given the sustained flow of investment funds into passive strategies that

seek to track certain indexes, exclusion from stock indexes would likely preclude investment by many of these funds and could make our Class A common stock less attractive to other investors. As a result, the market price of our Class A common stock could be adversely affected.

The trading price of our Class A common stock has been and is likely to continue to be volatile, which could cause the value of our Class A common stock to decline.

Technology stocks have historically experienced high levels of volatility. The trading price of our Class A common has been and is likely to continue to be volatile. Factors that could cause fluctuations in the trading price of our Class A common stock include the following:

- announcements of new products or technologies, commercial relationships, acquisitions or other events by us or our competitors;
- changes in how customers perceive the benefits of our product and future product offerings and releases;
- departures of key personnel;
- price and volume fluctuations in the overall stock market from time to time;
- fluctuations in the trading volume of our shares or the size of our public float;
- sales of large blocks of our Class A common stock;
- actual or anticipated changes or fluctuations in our results of operations;
- whether our results of operations meet the expectations of securities analysts or investors;
- changes in actual or future expectations of investors or securities analysts;
- significant data breach involving our software;
- litigation involving us, our industry, or both;
- regulatory developments in the United States, foreign countries or both;
- general economic conditions and trends;
- major catastrophic events in our domestic and foreign markets; and
- “flash crashes,” “freeze flashes” or other glitches that disrupt trading on the securities exchange on which we are listed.

In addition, if the market for technology stocks or the stock market in general experiences a loss of investor confidence, the trading price of our Class A common stock could decline for reasons unrelated to our business, results of operations or financial condition. The trading price of our Class A common stock might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. In the past, following periods of volatility in the trading price of a company’s securities, securities class action litigation has often been brought against that company. If our stock price is volatile, we may become the target of securities litigation. Securities litigation could result in substantial costs and divert our management’s attention and resources from our business. This could have an adverse effect on our business, results of operations and financial condition.

If securities analysts or industry analysts were to downgrade our stock, publish negative research or reports or fail to publish reports about our business, our competitive position could suffer, and our stock price and trading volume could decline.

The trading market for our Class A common stock will, to some extent, depend on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If one or more of the analysts who cover us should downgrade our stock or publish negative research or reports, cease coverage of our company or fail to regularly publish reports about our business, our competitive position could suffer, and our stock price and trading volume could decline.

Sales of substantial amounts of our Class A common stock in the public markets, or the perception that such sales could occur, could reduce the price that our Class A common stock might otherwise attain.

Sales of a substantial number of shares of our Class A common stock in the public markets, or the perception that such sales could occur, could adversely affect the market price of our Class A common stock and may make it more difficult for you to sell your Class A common stock at a time and price that you deem appropriate.

We, our executive officers, directors and holders of a substantial majority of our common stock and securities convertible into or exchangeable for shares of our common stock are subject to lock-up agreements or market standoff provisions that restrict our and their ability to transfer any shares or any securities convertible into or exchangeable for shares of our common stock for a period of 180 days from October 18, 2017. When the lock-up period in the lock-up agreements and market standoff provisions expires, we and our locked-up security holders will be able to sell our shares in the public market. In addition, Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC and Barclays Capital Inc., on behalf of the underwriters, may release all or some portion of the shares subject to the lock-up agreements or market standoff provisions prior to the expiration of the lock-up period. Sales of a substantial number of such shares, or the perception that such sales may occur, upon expiration of, or early release of the securities subject to, the lock-up agreements or market standoff agreements, could cause our stock price to fall or make it more difficult for you to sell your Class A common stock at a time and price that you deem appropriate.

As of January 31, 2018, there were an aggregate of 12,637,435 shares of our Class A common stock and Class B common stock subject to outstanding options and 245,746 shares of our Class A common stock subject to outstanding restricted stock units. We have registered all of the shares of Class A common stock issuable upon, and issuable upon conversion of the shares of Class B common stock issuable upon, exercise of outstanding options and the settlement of restricted stock units and upon exercise or settlement of any options, restricted stock units or other equity incentives we may grant in the future, for public resale under the Securities Act. Accordingly, these shares may be freely sold in the public market upon issuance as permitted by any applicable vesting requirements, subject to the lock-up agreements and market standoff provisions described above. In addition, certain holders of shares of our capital stock may require us, subject to certain conditions, to file a registration statement covering the sale of their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. If we register the resale of these shares in the future, the holders could sell those shares freely in the public market, without regard to the limitations of Rule 144.

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

We expect to issue additional capital stock in the future that will result in dilution to all other stockholders. We expect to grant equity awards to employees, directors and consultants under our equity incentive plans. We may also raise capital through equity financings in the future. As part of our business strategy, we may acquire or make investments in companies, products or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances of additional capital stock may cause stockholders to experience significant dilution of their ownership interests and the per share value of our Class A common stock to decline.

We do not intend to pay dividends on our Class A common stock for the foreseeable future.

We have never declared or paid any dividends on our capital stock. We intend to retain any earnings to finance the operation and expansion of our business, and we do not anticipate paying any dividends in the foreseeable future. As a result, investors in our Class A common stock may only receive a return if the market price of our Class A common stock increases.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to compliance with our public company responsibilities and corporate governance practices.

As a public company, and particularly after we are no longer an “emerging growth company,” we will incur significant legal, accounting and other expenses. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the Nasdaq and other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel will need to devote a substantial amount of time to compliance with these requirements. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain directors’ and officers’ liability insurance, which could make it more difficult for us to attract and retain qualified members of our Board of Directors. We cannot predict or estimate the amount of additional costs we will incur as a public company or the timing of such costs.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a breach of fiduciary duty;
- any action asserting a claim against us arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation, or our amended and restated bylaws; and
- any action asserting a claim against us that is governed by the internal-affairs doctrine.

Our amended and restated certificate of incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees. If a court were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could seriously harm our business.

Delaware law and our corporate charter and bylaws contain anti-takeover provisions that could delay or discourage takeover attempts that stockholders may consider favorable.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could delay or prevent a change in control of our company. These provisions could also make it difficult for stockholders to elect directors who are not nominated by the current members of our Board of Directors or take other corporate actions, including effecting changes in our management. These provisions include:

- a classified Board of Directors with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of our Board of Directors;
- the ability of our Board of Directors to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- the exclusive right of our Board of Directors to elect a director to fill a vacancy created by the expansion of our Board of Directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our Board of Directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- the requirement that a special meeting of stockholders may be called only by our Board of Directors, the chairperson of our Board of Directors, our chief executive officer or our president (in the absence of a chief executive officer), which could delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;
- the requirement for the affirmative vote of holders of a majority of the voting power of all of the then outstanding shares of the voting stock, voting together as a single class, to amend the provisions of our amended and restated certificate of incorporation relating to the management of our business (including our classified board structure) or certain provisions of our amended and restated bylaws, which may inhibit the ability of an acquirer to effect such amendments to facilitate an unsolicited takeover attempt;

- the ability of our Board of Directors to amend our bylaws, which may allow our Board of Directors to take additional actions to prevent an unsolicited takeover and inhibit the ability of an acquirer to amend our bylaws to facilitate an unsolicited takeover attempt;
- advance notice procedures with which stockholders must comply to nominate candidates to our Board of Directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us; and
- the authorization of two classes of common stock, as discussed above.

In addition, as a Delaware corporation, we are subject to Section 203 of the Delaware General Corporation Law, which may prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us for a specified period of time.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our current principal executive office is located in New York, New York and consists of approximately 63,722 square feet of space under a lease that expires in December 2018. In December 2017, we entered into a lease agreement for 106,230 rentable square feet of office space (the "Premises") to accommodate our growing employee base in New York City. The Premises were delivered to us on January 1, 2018. We expect to complete the renovations and vacate our current office space prior to the expiration of our existing lease.

We also lease space in Dublin, Ireland, our international headquarters, under a lease that expires in December 2026. We lease 32 other offices around the world for our employees, including in Palo Alto, Austin, London, Sydney and Gurgaon, India.

We lease all of our facilities and do not own any real property. We intend to procure additional space in the future as we continue to add employees and expand geographically. We believe our facilities are adequate and suitable for our current needs and that, should it be needed, suitable additional or alternative space will be available to accommodate our operations.

Item 3. Legal Proceedings

From time to time, we may be subject to legal proceedings and claims in the ordinary course of business. We are not presently a party to any legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, financial condition or cash flows. We have received, and may in the future continue to receive, claims from third parties asserting, among other things, infringement of their intellectual property rights. Future litigation may be necessary to defend ourselves, our partners and our customers by determining the scope, enforceability and validity of third-party proprietary rights, or to establish our proprietary rights. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information for Common Stock

Our Class A common stock began trading on The Nasdaq Global Market (the "Nasdaq") under the symbol "MDB" on October 19, 2017. Prior to that date, there was no public trading market for our Class A common stock. Our Class B Common Stock is not listed or traded on any exchange, but each share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock.

The following table sets forth for the indicated periods the high and low intra-day sales prices per share of our Class A common stock, as reported by the Nasdaq.

Fiscal Year 2018 Quarters Ended:	High	Low
October 31, 2017 (beginning October 19, 2017)	\$ 34.00	\$ 29.10
January 31, 2018	31.11	24.62

Holders of Record

As of March 26, 2018, there were 72 stockholders of record of our Class A common stock, and the closing price of our Class A common stock was \$44.80 per share as reported on the Nasdaq. Because many of our shares of Class A common stock are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders. As of March 26, 2018, there were 605 stockholders of record of our Class B common stock.

Dividend Policy

We have never declared or paid any dividends on our common stock. We currently intend to retain all available funds and any future earnings for the operation and expansion of our business. Accordingly, we do not anticipate declaring or paying dividends in the foreseeable future. The payment of any future dividends will be at the discretion of our Board of Directors and will depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in any debt agreements, and other factors that our Board of Directors may deem relevant.

Recent Sales of Unregistered Securities

None.

Use of Proceeds

In October 2017, we closed our initial public offering ("IPO") of 9,200,000 shares of our Class A common stock at an offering price of \$24.00 per share, including 1,200,000 shares pursuant to the underwriters' option to purchase additional shares of our Class A common stock, resulting in gross proceeds to us of \$220.8 million. All of the shares of our Class A common stock issued and sold in our IPO were registered under the Securities Act pursuant to a registration statement on Form S-1 (File No. 333-220557), which was declared effective by the U.S. Securities and Exchange Commission (the "SEC") on October 18, 2017.

Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Barclays Capital Inc., Allen & Company LLC, Stifel, Nicolaus & Company, Incorporated, Canaccord Genuity Inc. and JMP Securities LLC acted as underwriters for the offering. The offering commenced on October 18, 2017 and, following the sale of the shares upon the closing of the IPO, the offer terminated. The net proceeds to us, after deducting underwriting discounts and commission of \$15.5 million and offering expenses of \$3.9 million, were \$201.6 million. No offering expenses were paid directly or indirectly to any of our directors or officers (or their associates) or persons owning 10% or more of any class of our equity securities or to any other affiliates. There has been no material change in the planned use of proceeds from our IPO from those disclosed in the final prospectus for our IPO dated as of October 18, 2017 and filed with the SEC pursuant to Rule 424(b)(4) on October 19, 2017.

Issuer Purchases of Equity Securities

The table below provides information with respect to repurchases of shares of our Class A common stock during the three months ended January 31, 2018:

Period	Total number of shares purchased	Average price paid per share
November 1 to November 30, 2017	—	—
December 1 to December 31, 2017 ⁽¹⁾	225	\$8.40
January 1 to January 31, 2018	—	—

(1) Under certain stock option grant agreements between us and our employees, in the event an employee’s service with us terminates, we have the right to repurchase shares of Class A common stock that were acquired by such employee pursuant to the exercise of stock options that have not yet vested as of such employee’s termination date. Pursuant to these agreements, we may repurchase all or any unvested shares at the lower of (i) the fair market value of such shares (as determined under our 2016 Amended and Restated Equity Incentive Plan) on the date of repurchase, or (ii) the price equal to the employee’s exercise price for such shares. The shares set forth above were repurchased pursuant to this right of repurchase.

Stock Performance Graph

The graph below shows a comparison, from October 19, 2017 (the date our Class A common stock commenced trading on the Nasdaq) through January 31, 2018, of the cumulative total return to stockholders of our Class A common stock relative to the Nasdaq Composite Index (“Nasdaq Composite”) and the Nasdaq Computer Index (“Nasdaq Computer”).

The graph assumes that \$100 was invested in each of our Class A common stock, the Nasdaq Composite and the Nasdaq Computer at their respective closing prices on October 19, 2017 and assumes reinvestment of gross dividends. The stock price performance shown in the graph represents past performance and should not be considered an indication of future stock price performance.



This performance graph shall not be deemed “soliciting material” or to be “filed” with the SEC for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of MongoDB, Inc. under the Securities Act or the Exchange Act.

Item 6. Selected Financial Data

The following selected consolidated financial data should be read in conjunction with Part II, Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations* and the consolidated financial statements and related notes included in Part II, Item 8, *Financial Statements*, of this Form 10-K. The consolidated statements of operations data for the fiscal years ended January 31, 2018, 2017, and 2016, and the consolidated balance sheet data as of January 31, 2018 and 2017 are derived from our audited consolidated financial statements and related notes included elsewhere in this Form 10-K. The consolidated statements of operations data for the fiscal year ended January 31, 2015 and the consolidated balance sheet data as of January 31, 2016 and 2015 are derived from audited consolidated financial statements, which are not included in this Form 10-K. The selected consolidated financial data in this section are not intended to replace our consolidated financial statements and the related notes, and are qualified in their entirety by the consolidated financial statements and related notes included elsewhere in this Form 10-K. Our historical results are not necessarily indicative of our results in any future period.

	Years Ended January 31,			
	2018	2017	2016	2015
(in thousands, except share and per share data)				
Consolidated Statements of Operations Data:				
Revenue:				
Subscription	\$ 141,490	\$ 91,235	\$ 58,561	\$ 34,109
Services	13,029	10,123	6,710	6,679
Total revenue	154,519	101,358	65,271	40,788
Cost of revenue ⁽¹⁾ :				
Subscription	30,766	19,352	13,146	11,305
Services	12,093	10,515	7,715	6,805
Total cost of revenue	42,859	29,867	20,861	18,110
Gross profit	111,660	71,491	44,410	22,678
Operating expenses:				
Sales and marketing ⁽¹⁾	109,950	78,584	56,613	52,072
Research and development ⁽¹⁾	62,202	51,772	43,465	33,316
General and administrative ⁽¹⁾	36,775	27,082	17,070	13,005
Total operating expenses	208,927	157,438	117,148	98,393
Loss from operations	(97,267)	(85,947)	(72,738)	(75,715)
Other income (expense), net	2,195	(15)	(306)	(660)
Loss before provision for income taxes	(95,072)	(85,962)	(73,044)	(76,375)
Provision for income taxes	1,287	719	442	298
Net loss	\$ (96,359)	\$ (86,681)	\$ (73,486)	\$ (76,673)
Net loss per share attributable to common stockholders, basic and diluted	\$ (4.06)	\$ (7.10)	\$ (6.54)	\$ (7.21)
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted	23,718,391	12,211,711	11,240,696	10,633,985

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

	Years Ended January 31,			
	2018	2017	2016	2015
	(in thousands)			
Cost of revenue—subscription	\$ 730	\$ 570	\$ 282	\$ 182
Cost of revenue—services	462	482	272	187
Sales and marketing	6,364	5,514	3,524	2,637
Research and development	5,752	5,755	4,034	2,194
General and administrative	7,927	8,683	4,675	1,897
Total stock-based compensation expense	\$ 21,235	\$ 21,004	\$ 12,787	\$ 7,097

	Years Ended January 31,			
	2018	2017	2016	2015
	(in thousands)			
Consolidated Balance Sheet Data:				
Cash, cash equivalents and short-term investments	\$ 278,974	\$ 116,500	\$ 113,159	\$ 157,588
Working capital	200,933	60,662	78,355	131,909
Total assets	415,196	174,432	156,813	195,891
Deferred revenue, current and non-current	137,430	93,739	58,260	41,034
Redeemable convertible preferred stock warrant liability	—	1,272	1,310	1,211
Redeemable convertible preferred stock	—	345,257	310,315	310,315
Accumulated deficit	(443,760)	(347,401)	(259,269)	(185,783)
Total stockholders' equity (deficit)	193,493	(286,514)	(228,505)	(171,013)

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the consolidated financial statements and notes thereto included in Part II, Item 8, *Financial Statements and Supplementary Data*, of this Form 10-K. All information presented herein is based on our fiscal calendar. Unless otherwise stated, references to particular years, quarters, months or periods refer to our fiscal years ended January 31 and the associated quarters, months and periods of those fiscal years.

Overview

MongoDB is the leading modern, general purpose database platform. Our robust platform enables developers to build and modernize applications rapidly and cost-effectively across a broad range of use cases. Organizations can deploy our platform at scale in the cloud, on-premise or in a hybrid environment. Software applications are redefining how organizations across industries engage with their customers, operate their businesses and compete with each other. A database is at the heart of every software application. As a result, selecting a database is a highly strategic decision that directly affects developer productivity, application performance and organizational competitiveness. Our platform addresses the performance, scalability, flexibility and reliability demands of modern applications while maintaining the strengths of legacy databases. Our business model combines the developer mindshare and adoption benefits of open source with the economic benefits of a proprietary software subscription business model.

We generate revenue primarily from sales of subscriptions, which accounted for 92%, 90% and 90% of our total revenue for the years ended January 31, 2018, 2017 and 2016, respectively. Our primary subscription package is MongoDB Enterprise Advanced, which represented 68%, 71% and 69% of our subscription revenue for the years ended January 31, 2018, 2017 and 2016, respectively. MongoDB Enterprise Advanced is our comprehensive offering for enterprise customers that can be run in the cloud, on-premise or in a hybrid environment, and includes our proprietary database server, enterprise management capabilities, our graphical user interface, analytics integrations, technical support and a commercial license to our platform.

Many of our enterprise customers initially get to know our software by using Community Server, which is our free-to-download version of our database that includes the core functionality developers need to get started with MongoDB without all the features of our commercial platform. As a result, our direct sales prospects are often familiar with our platform and may have already built applications using our technology. We sell subscriptions directly through our field and inside sales

teams, as well as indirectly through channel partners. Our subscription offerings are generally priced on a per server basis, subject to a per server RAM limit. The majority of our subscription contracts are one year in duration and invoiced upfront, although a growing number of our customers are entering into multi-year subscriptions. When we enter into multi-year subscriptions, we typically invoice the customer on an annual basis.

We introduced MongoDB Atlas in June 2016. MongoDB Atlas is our cloud-hosted database-as-a-service (“DBaaS”) offering that includes comprehensive infrastructure and management of Community Server. It represented 1% of our total revenue for the year ended January 31, 2017 and increased to 7% of our total revenue for the year ended January 31, 2018. During the three months ended January 31, 2018, MongoDB Atlas revenue represented 11% of our total revenue, which highlights the continued growth of this offering. We have experienced strong growth in self-service customers of MongoDB Atlas. These customers are charged monthly based on their usage. In addition, we have also seen growth in MongoDB Atlas customers sold by our sales force. These customers typically sign annual commitments and pay in advance or monthly. Given our platform has been downloaded from our website more than 35 million times since February 2009 and over 12 million times in the last 12 months alone, our initial growth strategy for MongoDB Atlas is to convert developers and their organizations who are already using Community Server to become customers of MongoDB Atlas and enjoy the benefits of a managed offering.

We also generate revenue from services, which consist primarily of fees associated with consulting and training services. Revenue from services accounted for 8%, 10% and 10% of our total revenue for the years ended January 31, 2018, 2017 and 2016, respectively. We expect to continue to invest in our services organization as we believe it plays an important role in accelerating our customers’ realization of the benefits of our platform, which helps drive customer retention and expansion.

We believe the market for our offerings is large and growing, and we have experienced rapid growth. We have made substantial investments in developing our platform and expanding our sales and marketing footprint and intend to continue to invest heavily to grow our business to take advantage of our market opportunity rather than optimizing for profitability or cash flow in the near term.

Factors Affecting Our Performance

Extending Product Leadership and Maintaining Developer Mindshare

We are committed to delivering market-leading products to continue to build and maintain credibility with the global software developer community. We believe we must maintain our product leadership position and the strength of our brand to drive further revenue growth. For example, we introduced MongoDB Atlas in 2016, an important part of our run-anywhere solution, to capitalize on the existing demand for a managed version of our Community Server offering which many companies currently self-deploy and manage in the cloud. In 2017, we introduced cross-region replication for MongoDB Atlas, which helps ensure that an application remains operational even if an entire cloud region goes down, as well as allowing MongoDB customers to locate data closer to their users for performance or compliance reasons. In addition, in February 2018, we announced that MongoDB 4.0, scheduled for release in the summer of 2018, will extend ACID transaction support currently available in a single document to multiple documents. We intend to continue to invest in our engineering capabilities and marketing activities to maintain our strong position in the developer community. We have spent \$230.2 million on research and development since our inception. Our results of operations may fluctuate as we make these investments to drive increased customer adoption and usage.

Growing Our Customer Base

We are intensely focused on continuing to grow our customer base. We have invested, and expect to continue to invest, heavily in our sales and marketing efforts and developer community outreach, which are critical to driving customer acquisition. As of January 31, 2018, we had over 5,700 customers across a wide range of industries and in 97 countries, compared to over 3,200 customers and 1,700 customers as of January 31, 2017 and 2016, respectively. All affiliated entities are counted as a single customer. As of January 31, 2018, we had over 1,450 customers that were sold through our direct sales force and channel partners, as compared to over 1,200 and 900 such customers as of January 31, 2017 and 2016, respectively. These customers, which we refer to as our Direct Customers, accounted for 90%, 95% and 96% of our subscription revenue for the year ended January 31, 2018, 2017 and 2016, respectively. We are also focused on increasing the number of MongoDB Atlas customers. After launching in June 2016, we had over 3,400 MongoDB Atlas customers as of January 31, 2018.

Increasing Adoption of MongoDB Atlas

In June 2016, we introduced MongoDB Atlas. This hosted cloud offering is an important part of our run-anywhere strategy and allows us to generate revenue from Community Server, converting users who do not need all of the benefits of MongoDB Enterprise Advanced to customers. To accelerate adoption of this DBaaS offering, in 2017, we introduced tools to easily migrate existing users of our Community Server offering to MongoDB Atlas. We have also expanded our introductory offerings for MongoDB Atlas, including a free tier, which provides limited processing power and storage, in order to drive usage and adoption of MongoDB Atlas among developers. In December 2017, we announced the availability of MongoDB Atlas on AWS Marketplace, making it easier for AWS customers to buy and consume MongoDB Atlas. We have invested significantly in MongoDB Atlas and our ability to drive adoption of MongoDB Atlas is a key component of our growth strategy. For the year ended January 31, 2018, MongoDB Atlas revenue represented 7% of our total revenue.

Retaining and Expanding Revenue from Existing Customers

The economic attractiveness of our subscription-based model is driven by customer renewals and increasing existing customer subscriptions over time, referred to as land-and-expand. We believe that there is a significant opportunity to drive additional sales to existing customers, and expect to invest in sales and marketing and customer success personnel and activities to achieve additional revenue growth from existing customers. If an application grows and requires additional capacity, our customers increase their subscriptions to our platform. In addition, our customers expand their subscriptions to our platform as they migrate additional existing applications or build new applications, either within the same department or in other lines of business or geographies. Also, as customers modernize their IT infrastructure and move to the cloud, they may migrate applications from legacy databases. Our goal is to increase the number of customers that standardize on our database within their organization, which can include offering centralized internal support or providing MongoDB-as-a-service internally. Over time, the average subscription amount for our Direct Customers has increased. In addition, self-service customers have begun to increase their consumption of our products, particularly MongoDB Atlas.

We monitor annualized recurring revenue (“ARR”) to help us measure our subscription performance. We define ARR as the subscription revenue we would contractually expect to receive from customers over the following 12 months assuming no increases or reductions in their subscriptions. Except as set forth in the following paragraph with respect to net ARR expansion rate, ARR excludes self-service products, including MongoDB Atlas not sold on a commitment basis. ARR also excludes professional services. For customers who utilize our self-service offerings, we measure the annualized monthly recurring revenue (“MRR”), which is calculated by annualizing their usage of our self-serve products in the prior 30 days and assuming no increases or reductions in their usage. The number of customers with \$100,000 or greater in ARR and annualized MRR was 354, 246 and 164 as of January 31, 2018, 2017 and 2016, respectively.

We also examine the rate at which our customers increase their spend with us, which we call net ARR expansion rate. We calculate net ARR expansion rate by dividing the ARR at the close of a given period (the “measurement period”), from customers who were also customers at the close of the same period in the prior year (the “base period”), by the ARR from all customers at the close of the base period, including those who churned or reduced their subscriptions. In the calculation of our net ARR expansion rate, we include any annualized MRR from customers who were Direct Customers in the base period, the measurement period or both such periods. Our net ARR expansion rate has been over 120% for each of the last 12 fiscal quarters.

Our ability to increase sales to existing customers will depend on a number of factors, including customers’ satisfaction or dissatisfaction with our products and services, competition, pricing, economic conditions or overall changes in our customers’ spending levels.

Investing in Growth and Scaling Our Business

We are focused on our long-term revenue potential. We believe that our market opportunity is large, and we will continue to invest significantly in scaling across all organizational functions in order to grow our operations both domestically and internationally. Any investments we make in our sales and marketing organization will occur in advance of experiencing the benefits from such investments, so it may be difficult for us to determine if we are efficiently allocating resources in those areas. We have increased our sales and marketing headcount to 394 employees as of January 31, 2018 from 280 employees and 174 employees as of January 31, 2017 and 2016, respectively.

Components of Results of Operations

Revenue

Subscription Revenue. Our subscription revenue is comprised of term licenses and hosted as-a-service solutions. Subscriptions to term licenses include technical support and access to new software versions on a when-and-if available basis. Revenue from our term licenses is recognized ratably and is typically billed annually in advance. Revenue from our hosted as-a-service solutions is primarily generated on a usage basis and is billed either in arrears or paid up front.

Services Revenue. Services revenue is comprised of consulting and training services and is recognized over the period of delivery of the applicable services. We recognize revenue from services agreements as services are delivered if sold on a stand-alone basis and ratably over the contractual period if sold as a bundled element along with our subscriptions.

We expect our revenue may vary from period to period based on, among other things, the timing and size of new subscriptions, the rate of customer renewals and expansions, delivery of professional services, the impact of significant transactions and seasonality of or fluctuations in usage for our consumption-based customers. Certain of our services agreements are sold as a bundled element along with our subscriptions. In those cases, when services commence later than the start date of the subscription, no revenue is recognized until services commence. Once services commence, as long as all other revenue recognition criteria have been met, we record a cumulative catch up of revenue that would have been recognized over the period from the beginning of the subscription term until the commencement of services.

Cost of Revenue

Cost of Subscription Revenue. Cost of subscription revenue primarily includes personnel costs, including salaries, bonuses and benefits, and stock-based compensation, for employees associated with our subscription arrangements principally related to technical support and allocated shared costs, as well as depreciation and amortization. Our cost of subscription revenue for our hosted as-a-service solutions includes third-party cloud infrastructure and overhead. We expect our cost of subscription revenue to increase in absolute dollars as our subscription revenue increases and, depending on the results of MongoDB Atlas, our cost of subscription revenue may increase as a percentage of subscription revenue as well.

Cost of Services Revenue. Cost of services revenue primarily includes personnel costs, including salaries and benefits, and stock-based compensation, for employees associated with our professional service contracts, travel costs and allocated shared costs, as well as depreciation and amortization. We expect our cost of services revenue to increase in absolute dollars as our services revenue increases.

Gross Profit and Gross Margin

Gross Profit. Gross profit represents revenue less cost of revenue.

Gross Margin. Gross margin, or gross profit as a percentage of revenue, has been and will continue to be affected by a variety of factors, including the average sales price of our products and services, the mix of products sold, transaction volume growth and the mix of revenue between subscriptions and services. We expect our gross margin to fluctuate over time depending on the factors described above and, to the extent MongoDB Atlas revenue increases as a percentage of total revenue, our gross margin may decline as a result of the associated hosting costs of MongoDB Atlas.

Operating Expenses

Our operating expenses consist of sales and marketing, research and development and general and administrative expenses. Personnel costs are the most significant component of each category of operating expenses. Operating expenses also include allocated overhead costs for facilities, information technology and employee benefit costs.

Sales and Marketing. Sales and marketing expense consists primarily of personnel costs, including salaries, sales commission and benefits, bonuses and stock-based compensation. These expenses also include costs related to marketing programs, travel-related expenses and allocated overhead. Marketing programs consist of advertising, events, corporate communications, and brand-building and developer-community activities. We expect our sales and marketing expense to increase in absolute dollars over time as we expand our sales force and increase our marketing resources, expand into new markets and further develop our channel program.

Research and Development. Research and development expense consists primarily of personnel costs, including salaries, bonuses and benefits, and stock-based compensation. It also includes amortization associated with intangible acquired assets and allocated overhead. We expect our research and development expenses to continue to increase in absolute dollars, as we continue to invest in our platform and develop new products.

General and Administrative. General and administrative expense consists primarily of personnel costs, including salaries, bonuses and benefits, and stock-based compensation for administrative functions including finance, legal, human resources and external legal and accounting fees, as well as allocated overhead. We expect general and administrative expense to increase in absolute dollars over time as we continue to invest in the growth of our business and incur the costs of compliance associated with being a publicly traded company.

Other Income (Expense), net

Other income (expense), net consists primarily of interest income and gains and losses from foreign currency transactions.

Provision for Income Taxes

Provision for income taxes consists primarily of state income taxes in the United States and income taxes in certain foreign jurisdictions in which we conduct business. As of January 31, 2018, we had net operating loss (“NOL”) carryforwards for federal, state and Irish income tax purposes of \$209.5 million, \$166.5 million and \$182.3 million, respectively, which begin to expire in the year ending January 31, 2028 for federal purposes and January 31, 2021 for state purposes if not utilized. Ireland allows NOLs to be carried forward indefinitely. The deferred tax assets associated with the NOL carryforwards in each of these jurisdictions are subject to a full valuation allowance. Under Section 382 of the U.S. Internal Revenue Code of 1986, or Code, a corporation that experiences an “ownership change” is subject to a limitation on its ability to utilize its pre-change NOLs to offset future taxable income. In April 2017, we completed an analysis under Section 382 to evaluate whether there are any limitations on our NOLs through January 31, 2017 and concluded that the prior ownership changes do not limit the utilization of the NOLs before they expire, assuming sufficient future federal and state taxable income. However, it is possible that we could experience a future ownership change under Section 382 or other regulatory changes, such as suspension on the use of the NOLs, that could result in the expiration of our NOLs or otherwise cause them to be unavailable to offset future federal and state taxable income.

Highlights for the Years Ended January 31, 2018, 2017 and 2016

For the years ended January 31, 2018, 2017 and 2016, our total revenue was \$154.5 million, \$101.4 million and \$65.3 million, respectively. Our net loss was \$96.4 million, \$86.7 million and \$73.5 million for the years ended January 31, 2018, 2017 and 2016, respectively. Our operating cash flow was \$(44.9) million, \$(38.1) million and \$(47.0) million for the years ended January 31, 2018, 2017 and 2016, respectively. Our free cash flow was \$(47.0) million, \$(39.8) million and \$(47.4) million for the years ended January 31, 2018, 2017 and 2016, respectively. See the section titled “Liquidity and Capital Resources—Non-GAAP Free Cash Flow” below.

In October 2017, we closed our IPO of 9,200,000 shares of our Class A common stock at an offering price of \$24.00 per share, including 1,200,000 shares pursuant to the underwriters’ option to purchase additional shares of our Class A common stock, resulting in net proceeds to us of \$201.6 million, after deducting underwriting discounts and commissions of \$15.5 million and offering expenses of \$3.9 million.

Results of Operations

The following tables set forth our results of operations for the periods presented in dollars and as a percentage of our total revenue:

	Years Ended January 31,		
	2018	2017	2016
	(in thousands)		
Consolidated Statements of Operations Data:			
Revenue:			
Subscription	\$ 141,490	\$ 91,235	\$ 58,561
Services	13,029	10,123	6,710
Total revenue	154,519	101,358	65,271
Cost of revenue ⁽¹⁾ :			
Subscription	30,766	19,352	13,146
Services	12,093	10,515	7,715
Total cost of revenue	42,859	29,867	20,861
Gross profit	111,660	71,491	44,410
Operating expenses:			
Sales and marketing ⁽¹⁾	109,950	78,584	56,613
Research and development ⁽¹⁾	62,202	51,772	43,465
General and administrative ⁽¹⁾	36,775	27,082	17,070
Total operating expenses	208,927	157,438	117,148
Loss from operations	(97,267)	(85,947)	(72,738)
Other income (expense), net	2,195	(15)	(306)
Loss before provision for income taxes	(95,072)	(85,962)	(73,044)
Provision for income taxes	1,287	719	442
Net loss	\$ (96,359)	\$ (86,681)	\$ (73,486)

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

	Years Ended January 31,		
	2018	2017	2016
	(in thousands)		
Cost of revenue—subscription	\$ 730	\$ 570	\$ 282
Cost of revenue—services	462	482	272
Sales and marketing	6,364	5,514	3,524
Research and development	5,752	5,755	4,034
General and administrative	7,927	8,683	4,675
Total stock-based compensation expense	\$ 21,235	\$ 21,004	\$ 12,787

	Years Ended January 31,		
	2018	2017	2016
Percentage of Revenue Data:			
Revenue:			
Subscription	92 %	90 %	90 %
Services	8	10	10
Total revenue	100	100	100
Cost of revenue:			
Subscription	20	19	20
Services	8	10	12
Total cost of revenue	28	29	32
Gross profit	72	71	68
Operating expenses:			
Sales and marketing	71	78	87
Research and development	40	51	67
General and administrative	24	27	25
Total operating expenses	135	156	179
Loss from operations	(63)	(85)	(111)
Other income (expense), net	1	—	(1)
Loss before provision for income taxes	(62)	(85)	(112)
Provision for income taxes	1	1	1
Net loss	(63)%	(86)%	(113)%

Comparison of the Years Ended January 31, 2018 and 2017

Revenue

	Years Ended January 31,		Change	
	2018	2017	\$	%
(dollars in thousands)				
Subscription	\$ 141,490	\$ 91,235	\$ 50,255	55%
Services	13,029	10,123	2,906	29%
Total revenue	\$ 154,519	\$ 101,358	\$ 53,161	52%

Total revenue growth reflects increased demand for our platform and related services. Subscription revenue increased by \$50.3 million including \$17.6 million from sales to new customers. The remainder of the increase in subscription revenue resulted from sales to existing customers. The increase in services revenue was driven primarily by an increase in sales of professional services to new customers.

Cost of Revenue, Gross Profit and Gross Margin Percentage

	Years Ended January 31,		Change	
	2018	2017	\$	%
	(dollars in thousands)			
Subscription cost of revenue	\$ 30,766	\$ 19,352	\$ 11,414	59%
Services cost of revenue	12,093	10,515	1,578	15%
Total cost of revenue	42,859	29,867	12,992	43%
Gross profit	\$ 111,660	\$ 71,491	\$ 40,169	56%
Gross margin	72%	71 %		
Subscription	78%	79 %		
Services	7%	(4)%		

The increase in subscription cost of revenue was due to a \$6.8 million increase in third-party cloud infrastructure costs, including costs associated with the growth of MongoDB Atlas, as well as a \$3.9 million increase in personnel costs associated with increased headcount in our support organization. The increase in services cost of revenue was primarily due to higher headcount in our services organization. Total headcount in our support and services organizations increased 12% from January 31, 2017 to January 31, 2018.

The increase in overall gross margin was driven by higher sales volume and greater efficiencies by our technical support and services teams, partially offset by an increase in third-party cloud infrastructure costs associated with MongoDB Atlas. Our services gross margin is subject to fluctuations as a result of timing of sales of standalone consulting and training services, as well as the timing of revenue recognized for previously sold service agreements as a bundled element with subscriptions, the latter of which benefited services gross margin for the year ended January 31, 2018.

Operating Expenses

Sales and Marketing

	Years Ended January 31,		Change	
	2018	2017	\$	%
	(dollars in thousands)			
Sales and marketing	\$ 109,950	\$ 78,584	\$ 31,366	40%

The increase in sales and marketing expense was primarily due to an increase of \$20.6 million in personnel costs, including an increase in commission expense of \$4.7 million, driven by an increase in our sales and marketing headcount of 41% to 394 as of January 31, 2018 from 280 as of January 31, 2017. The remainder of the increase was primarily attributable to increased travel and other expenses related to increased headcount, as well as higher spend on marketing programs, including for MongoDB Atlas.

Research and Development

	Years Ended January 31,		Change	
	2018	2017	\$	%
	(dollars in thousands)			
Research and development	\$ 62,202	\$ 51,772	\$ 10,430	20%

The increase in research and development expense was primarily driven by an increase in personnel costs as we increased our research and development headcount by 28% to 249 as of January 31, 2018 from 193 as of January 31, 2017.

General and Administrative

	Years Ended January 31,		Change	
	2018	2017	\$	%
	(dollars in thousands)			
General and administrative	\$ 36,775	\$ 27,082	\$ 9,693	36%

The increase in general and administrative expense was primarily due to an increase in general and administrative personnel headcount, resulting in an increase of \$7.4 million in personnel costs, as well as a \$1.8 million increase in professional services-related fees from higher costs of compliance associated with being a publicly traded company.

Other Income (Expense), net

	Years Ended January 31,		Change	
	2018	2017	\$	%
	(dollars in thousands)			
Other income (expense), net	\$ 2,195	\$ (15)	\$ 2,210	14,733%

The increase in other income (expense), net was due to net gains from foreign currency transactions, as well as an increase in interest income from our larger average cash equivalents and short-term investments balance during the year ended January 31, 2018.

Provision for Income Taxes

	Years Ended January 31,		Change	
	2018	2017	\$	%
	(dollars in thousands)			
Provision for income taxes	\$ 1,287	\$ 719	\$ 568	79%

The increase in provision for income taxes was primarily due to an increase in foreign taxes as we continued our global expansion.

Comparison of the Years Ended January 31, 2017 and 2016

Revenue

	Years Ended January 31,		Change	
	2017	2016	\$	%
	(dollars in thousands)			
Subscription	\$ 91,235	\$ 58,561	\$ 32,674	56%
Services	10,123	6,710	3,413	51%
Total revenue	\$ 101,358	\$ 65,271	\$ 36,087	55%

Total revenue growth reflects increased demand for our platform and related services. Subscription revenue increased by \$32.7 million, \$11.5 million of which resulted from sales to new customers and the remaining balance of which resulted from sales to existing customers. The increase in services revenue was driven primarily by an increase in sales of professional services to new customers.

Cost of Revenue, Gross Profit and Gross Margin Percentage

	Years Ended January 31,		Change	
	2017	2016	\$	%
(dollars in thousands)				
Subscription cost of revenue	\$ 19,352	\$ 13,146	\$ 6,206	47%
Services cost of revenue	10,515	7,715	2,800	36%
Total cost of revenue	29,867	20,861	9,006	43%
Gross profit	\$ 71,491	\$ 44,410	\$ 27,081	61%
Gross margin	71 %	68 %		
Subscription	79 %	78 %		
Services	(4)%	(15)%		

The increase in subscription cost of revenue was primarily due to a \$4.2 million increase in personnel costs associated with increased headcount in our support organization, a \$1.1 million increase in third-party cloud infrastructure, including costs associated with the launch of MongoDB Atlas, and a \$0.3 million increase in stock-based compensation. The increase in services cost of revenue was primarily due to a \$2.1 million increase in personnel costs associated with increased headcount in our services organization and a \$0.2 million increase in stock-based compensation. Total headcount in our support and services organizations increased 50% from January 31, 2016 to January 31, 2017.

The three percentage point increase in gross margin was primarily due to an increase in subscription gross margin of one percentage point and an increase in services gross margin, primarily driven by higher sales volume, our mix of subscriptions sold, and economies of scale in our technical support team, and an increase in services gross margin, primarily driven by economies of scale achieved in our services organization.

Operating Expenses

Sales and Marketing

	Years Ended January 31,		Change	
	2017	2016	\$	%
(dollars in thousands)				
Sales and marketing	\$ 78,584	\$ 56,613	\$ 21,971	39%

The increase in sales and marketing expense was primarily due to an increase of \$14.5 million in personnel costs, including an increase in commission expenses of \$5.5 million, and an increase of \$2.0 million in stock-based compensation expense, both driven by an increase in sales and marketing headcount of 61% from 174 as of January 31, 2016 to 280 as of January 31, 2017. The remainder of the increase was primarily attributable to an increase of \$2.4 million in travel expenses and of \$1.6 million in marketing programs.

Research and Development

	Years Ended January 31,		Change	
	2017	2016	\$	%
(dollars in thousands)				
Research and development	\$ 51,772	\$ 43,465	\$ 8,307	19%

The increase in research and development expense was primarily driven by an increase of \$5.4 million in personnel costs and an increase of \$1.7 million in stock-based compensation expense, as we increased our research and development headcount.

General and Administrative

	Years Ended January 31,		Change	
	2017	2016	\$	%
	(dollars in thousands)			
General and administrative	\$ 27,082	\$ 17,070	\$ 10,012	59%

The general and administrative expense increase was primarily due to an increase in general and administrative personnel headcount, resulting in an increase of \$4.0 million in personnel costs. The increase was also driven by a \$4.0 million increase in stock-based compensation expense, \$2.4 million of which resulted from the option repricing we effected in April 2016, and a \$1.8 million increase in facilities-related costs.

Other Income (Expense), net

	Years Ended January 31,		Change	
	2017	2016	\$	%
	(dollars in thousands)			
Other income (expense), net	\$ (15)	\$ (306)	\$ 291	95%

The increase in other income (expense), net was primarily due to an increase in interest income on investments and net gains from foreign currency transactions.

Provision for Income Taxes

	Years Ended January 31,		Change	
	2017	2016	\$	%
	(dollars in thousands)			
Provision for income taxes	\$ 719	\$ 442	\$ 277	63%

The increase in provision for income taxes was primarily due to an increase in foreign taxes as we continued our global expansion.

Quarterly Results of Operations

The following tables summarize our selected unaudited quarterly consolidated statements of operations data for each of the eight quarters in the period ended January 31, 2018. The information for each of these quarters has been prepared on the same basis as our audited annual consolidated financial statements and reflect, in the opinion of management, all adjustments of a normal, recurring nature that are necessary for the fair statement of the results of operations for these periods. This data should be read in conjunction with our audited consolidated financial statements and related notes included in Part II, Item 8, *Financial Statements*, in this Form 10-K. Historical results are not necessarily indicative of the results that may be expected in the future.

	Three Months Ended							
	January 31, 2018	October 31, 2017	July 31, 2017	April 30, 2017	January 31, 2017	October 31, 2016	July 31, 2016	April 30, 2016
	(in thousands)							
Revenue:								
Subscription	\$ 41,887	\$ 37,885	\$ 32,531	\$ 29,187	\$ 27,217	\$ 23,805	\$ 21,163	\$ 19,050
Services	3,154	3,603	3,069	3,203	2,717	2,500	2,447	2,459
Total revenue	45,041	41,488	35,600	32,390	29,934	26,305	23,610	21,509
Cost of revenue⁽¹⁾:								
Subscription	9,097	7,904	7,215	6,550	5,696	4,981	4,384	4,291
Services	3,304	3,167	2,973	2,649	2,649	2,238	2,989	2,639
Total cost of revenue	12,401	11,071	10,188	9,199	8,345	7,219	7,373	6,930
Gross profit	32,640	30,417	25,412	23,191	21,589	19,086	16,237	14,579
Operating expenses:								
Sales and marketing ⁽¹⁾	32,863	28,050	26,892	22,145	22,474	18,656	20,158	17,296
Research and development ⁽¹⁾	16,788	16,588	15,749	13,077	13,232	13,300	13,240	12,000
General and administrative ⁽¹⁾	10,242	9,829	8,933	7,771	7,166	6,385	6,228	7,303
Total operating expenses	59,893	54,467	51,574	42,993	42,872	38,341	39,626	36,599
Loss from operations	(27,253)	(24,050)	(26,162)	(19,802)	(21,283)	(19,255)	(23,389)	(22,020)
Other income (expense), net	1,349	170	335	341	(71)	(177)	(322)	555
Loss before provision for income taxes	(25,904)	(23,880)	(25,827)	(19,461)	(21,354)	(19,432)	(23,711)	(21,465)
Provision for income taxes	470	336	252	229	466	103	67	83
Net loss	\$ (26,374)	\$ (24,216)	\$ (26,079)	\$ (19,690)	\$ (21,820)	\$ (19,535)	\$ (23,778)	\$ (21,548)
Net loss per share attributable to common stockholders, basic and diluted	\$ (0.52)	\$ (1.39)	\$ (1.92)	\$ (1.50)	\$ (1.69)	\$ (1.57)	\$ (1.99)	\$ (1.86)
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted	50,287,162	17,421,642	13,600,435	13,164,559	12,891,905	12,418,879	11,926,183	11,596,502

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

	Three Months Ended							
	January 31, 2018	October 31, 2017	July 31, 2017	April 30, 2017	January 31, 2017	October 31, 2016	July 31, 2016	April 30, 2016
	(in thousands)							
Cost of revenue—subscription	\$ 227	\$ 183	\$ 170	\$ 151	\$ 145	\$ 131	\$ 129	\$ 165
Cost of revenue—services	170	123	98	72	85	70	127	200
Sales and marketing	1,964	1,704	1,482	1,215	1,168	1,095	1,283	1,968
Research and development	1,680	1,505	1,322	1,245	1,237	1,206	1,248	2,064
General and administrative	2,128	2,184	1,845	1,771	1,852	1,732	1,744	3,355
Total stock-based compensation expense	\$ 6,169	\$ 5,699	\$ 4,917	\$ 4,454	\$ 4,487	\$ 4,234	\$ 4,531	\$ 7,752

Three Months Ended

	January 31, 2018	October 31, 2017	July 31, 2017	April 30, 2017	January 31, 2017	October 31, 2016	July 31, 2016	April 30, 2016
(in thousands)								
Percentage of Revenue Data:								
Revenue:								
Subscription	93 %	91 %	91 %	90 %	91 %	90 %	90 %	89 %
Services	7	9	9	10	9	10	10	11
Total revenue	100	100	100	100	100	100	100	100
Cost of revenue:								
Subscription	20	19	20	20	19	18	18	20
Services	8	8	9	8	9	9	13	12
Total cost of revenue	28	27	29	28	28	27	31	32
Gross profit	72	73	71	72	72	73	69	68
Operating expenses:								
Sales and marketing	73	68	76	68	75	71	86	80
Research and development	37	40	44	40	44	51	56	56
General and administrative	23	24	25	24	24	24	26	34
Total operating expenses	133	132	145	132	143	146	168	170
Loss from operations	(61)	(58)	(73)	(61)	(71)	(73)	(99)	(102)
Other income (expense), net	3	—	1	1	—	(1)	(1)	3
Loss before provision for income taxes	(58)	(58)	(72)	(60)	(71)	(74)	(100)	(99)
Provision for income taxes	1	—	1	1	2	—	1	1
Net loss	(59)%	(58)%	(73)%	(61)%	(73)%	(74)%	(101)%	(100)%

Seasonality

We have in the past and expect in the future to experience fluctuations in our revenue and sales from time to time. Our recent growth and the ratable nature of our subscription revenue makes these quarterly fluctuations less apparent in our overall financial results.

Quarterly Revenue Trends

Our quarterly subscription revenue increased sequentially for all periods presented due primarily to an increase in the sales of subscriptions and related services. Our quarterly services revenue experiences fluctuations as a result of timing of sales of standalone consulting and training services, as well as the timing of revenue recognized for previously sold service agreements as a bundled element with subscriptions.

Quarterly Cost of Revenue, Gross Profit and Gross Margin Trends

Cost of revenue has generally increased sequentially as a result of the increase in our subscription and services revenue. Gross profit in absolute dollar terms increased sequentially for all periods presented, primarily due to growth in revenue. Sequential fluctuations in gross margin were primarily driven by a shift in the mix of subscriptions sold to our customers, as well as timing of employee hiring as we continued to build out our technical support organization. We expect that the growth of MongoDB Atlas may reduce subscription gross margin due to the third-party cloud infrastructure costs we incur associated with our DBaaS offering.

Quarterly Expense Trends

Total operating expenses generally increased sequentially for all periods presented primarily due to the addition of personnel in connection with the expansion of our business.

Liquidity and Capital Resources

As of January 31, 2018, we had cash, cash equivalents, short-term investments and restricted cash totaling \$279.5 million. Our cash and cash equivalents primarily consist of bank deposits and money market funds. Our short-term investments consist of U.S. government treasury securities. Our restricted cash represents collateral for our available credit on corporate credit cards.

In October 2017, we closed our IPO of 9,200,000 shares of our Class A common stock at an offering price of \$24.00 per share, including 1,200,000 shares pursuant to the underwriters' option to purchase additional shares of our Class A common stock, resulting in net proceeds to us of \$201.6 million, after deducting underwriting discounts and commissions of \$15.5 million and offering expenses of \$3.9 million. Previously, we financed our operations principally through private placements of our redeemable convertible preferred stock. We have received net proceeds of \$345.3 million from the issuance of shares of our redeemable convertible preferred stock. We believe our existing cash and cash equivalents and short-term investments will be sufficient to fund our operating and capital needs for at least the next 12 months.

We have generated significant operating losses and negative cash flows from operations as reflected in our accumulated deficit and consolidated statements of cash flows. As of January 31, 2018, we had an accumulated deficit of \$443.8 million. We expect to continue to incur operating losses and negative cash flows from operations in the future and may require additional capital resources to execute strategic initiatives to grow our business. Our future capital requirements will depend on many factors including our growth rate, the timing and extent of spending to support development efforts, the expansion of sales and marketing and international operation activities, the timing of new subscription introductions, and the continuing market acceptance of our subscriptions and services. We may in the future enter into arrangements to acquire or invest in complementary businesses, services and technologies, including intellectual property rights. We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, results of operations and financial condition would be adversely affected.

The following table summarizes our cash flows for the periods presented:

	Years Ended January 31,		
	2018	2017	2016
	(in thousands)		
Net cash used in operating activities	\$ (44,881)	\$ (38,078)	\$ (46,961)
Net cash (used in) provided by investing activities	(172,287)	31,056	(80,422)
Net cash provided by financing activities	\$ 209,892	\$ 43,114	\$ 3,087

Non-GAAP Free Cash Flow

To supplement our consolidated financial statements, which are prepared and presented in accordance with generally accepted accounting principles in the United States ("GAAP"), we provide investors with the amount of free cash flow, which is a non-GAAP financial measure. Free cash flow represents net cash used in operating activities less capital expenditures and capitalized software development costs, if any. For the fiscal years ended January 31, 2018, 2017 and 2016, we did not capitalize any software development costs. Free cash flow is a measure used by management to understand and evaluate our liquidity and to generate future operating plans. The exclusion of capital expenditures and amounts capitalized for software development facilitates comparisons of our liquidity on a period-to-period basis and excludes items that we do not consider to be indicative of our liquidity. We believe that free cash flow is a measure of liquidity that provides useful information to our management, investors and others in understanding and evaluating the strength of our liquidity and future ability to generate cash that can be used for strategic opportunities or investing in our business in the same manner as our management and Board of Directors. Nevertheless, our use of free cash flow has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Further, our definition of free cash flow may differ from the definitions used by other companies and therefore comparability may be limited. You should consider free cash flow alongside our other GAAP-based financial performance measures, such as net cash used in operating activities, and our other GAAP financial results. The following table presents a reconciliation of free cash flow to net cash used in operating activities, the most directly comparable GAAP measure, for each of the periods indicated.

	Years Ended January 31,		
	2018	2017	2016
	(in thousands)		
Net cash used in operating activities	\$ (44,881)	\$ (38,078)	\$ (46,961)
Capital expenditures	(2,135)	(1,683)	(468)
Capitalized software	—	—	—
Free cash flow	\$ (47,016)	\$ (39,761)	\$ (47,429)

Operating Activities

Cash used in operating activities during the year ended January 31, 2018 was \$44.9 million primarily driven by our net loss of \$96.4 million and was partially offset by non-cash charges of \$21.2 million for stock-based compensation and \$3.7 million for depreciation and amortization. In addition, our cash used in operating activities was further offset by an increase of \$44.1 million in deferred revenue resulting from the overall growth of our sales and our expanding customer base, and an increase of \$8.1 million in accrued liabilities mainly related to commissions and bonuses not yet paid. The change in deferred revenue and accrued liabilities was partially offset by an increase of \$15.9 million in accounts receivable and \$5.5 million in deferred commissions, as a result of the overall increase in revenue and deferred revenue, as well as an increase of \$2.6 million in prepaid expenses and other current assets.

Cash used in operating activities during the year ended January 31, 2017 was \$38.1 million primarily driven by our net loss of \$86.7 million and was partially offset by non-cash charges of \$21.0 million for stock-based compensation and \$3.8 million for depreciation and amortization. In addition, our cash used in operating activities was further offset by an increase of \$35.8 million in deferred revenue resulting from the overall growth of our sales and our expanding customer base. This change in deferred revenue was partially offset by increases of \$9.3 million in accounts receivable and of \$6.0 million in deferred commissions, both corresponding with our increased sales and customer expansions.

Cash used in operating activities during the year ended January 31, 2016 was \$47.0 million primarily driven by our net loss of \$73.5 million and was partially offset by non-cash charges of \$12.8 million for stock-based compensation and \$4.1 million for depreciation and amortization. In addition, our cash used in operating activities was further offset by an increase of \$17.7 million in deferred revenue resulting from the overall growth of our sales and our expanding customer base. This change in deferred revenue was partially offset by an increase of \$10.1 million in accounts receivable corresponding with our increased sales and customer expansions.

Investing Activities

Cash used in investing activities during the year ended January 31, 2018 of \$172.3 million resulted primarily from the purchase of marketable securities, net of maturities.

Cash provided by investing activities during the year ended January 31, 2017 of \$31.1 million resulted primarily from net proceeds from sales and maturities of marketable securities.

Cash used in investing activities during the year ended January 31, 2016 of \$80.4 million resulted primarily from the purchase of marketable securities, net of maturities.

Financing Activities

Cash provided by financing activities during the year ended January 31, 2018 was \$209.9 million. This was primarily due to \$205.5 million in proceeds from our IPO completed in October 2017.

Cash provided by financing activities of \$43.1 million during the year ended January 31, 2017 was primarily due to \$34.9 million in net proceeds from the issuances of our Series F redeemable convertible preferred stock, and \$8.2 million of proceeds from the exercise of stock options.

Cash provided by financing activities of \$3.1 million during the year ended January 31, 2016 was due to proceeds from the exercise of stock options.

Off Balance Sheet Arrangements

As of January 31, 2018, we did not have any relationships with any entities or financial partnerships, such as structured finance or special purpose entities that would have been established for the purpose of facilitating off-balance sheet arrangements or other purposes.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations as of January 31, 2018:

	Payments Due by Period				
	Total	Less Than 1 Year	1 to 3 Years	3 to 5 Years	More Than 5 Years
	(in thousands)				
Operating lease obligations	\$ 107,960	\$ 8,420	\$ 17,571	\$ 19,288	\$ 62,681
Purchase obligations	37,330	13,921	23,409	—	—
Total	\$ 145,290	\$ 22,341	\$ 40,980	\$ 19,288	\$ 62,681

Our purchase obligations relate to non-cancellable agreements for subscription and marketing services and capacity commitments. During the year ended January 31, 2018, we increased certain capacity commitments with respect to cloud infrastructure services. In addition, in November 2017, we entered into an enterprise partnership arrangement with a cloud infrastructure provider that includes a non-cancelable commitment of \$36.0 million over three years, inclusive of capacity commitments that existed at that time of approximately \$6.7 million.

In December 2017, we entered into a lease agreement for 106,230 rentable square feet of office space (the “Premises”) to accommodate our growing employee base in New York City. We received delivery of the Premises on January 1, 2018 to commence renovations of the Premises. We expect to complete our renovations and vacate our current office space prior to the expiration of our existing lease in December 2018. Total estimated aggregate base rent payments over the initial 12-year term of the lease are \$87.9 million, with payments beginning 18 months after delivery of the Premises. As a result of our involvement during the construction period, whereby we have certain indemnification obligations related to the construction, we are considered, for accounting purposes only, the owner of the construction project under build-to-suit lease accounting. Accordingly, we have recorded the estimated fair value of the leased space as an asset on our consolidated balance sheet, with a corresponding long-term liability. For further details, refer to our Notes to Consolidated Financial Statements, within Part II, Item 8, *Financial Statements and Supplementary Data* of this Form 10-K, specifically Note 4, *Property and Equipment, net* and Note 6, *Commitments and Contingencies*.

Critical Accounting Policies and Estimates

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

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

Revenue Recognition

We derive our revenue from two sources: (1) sales of subscriptions, including term license and support arrangements and consumption-based hosted as-a-service offerings; and (2) services revenue comprised of evaluation, configuration and implementation services. We consider revenue realizable and earned when all of the following criteria are satisfied:

- there is persuasive evidence of an arrangement;
- delivery has occurred;
- the collection of the fees is probable; and
- fees for consideration are fixed or determinable.

Our subscription service arrangements generally are non-cancelable and do not contain refund-type provisions.

We recognize subscription revenue ratably over the contract term, provided that all other revenue recognition criteria have been met. We provide our support services pursuant to these subscription arrangements, which are primarily on an annual basis and involve technical support and access to new software versions on a when-and-if available basis. In addition,

revenues related to hosted as-a-service solutions are recognized on a usage-basis, as consideration for these arrangements are contingent upon the frequency that the licensee uses the product or on the size and speed of the required infrastructure of the hosted deployment. We recognize revenue from services agreements as services are delivered if sold on a stand-alone basis and over the contractual subscription period if sold as a bundled element along with our subscriptions. When services commence later than the start date of the bundled subscription, as long as all other revenue recognition criteria have been met, we record a cumulative catch up of revenue that would have been recognized over the period from the beginning of the subscription term until the commencement of services.

Subscription Revenue

Our subscription revenue is primarily comprised of time-based software licenses sold in conjunction with post-contract support (“PCS”). As our subscription offerings include a software license and PCS for which we have not established Vendor Specific-Objective Evidence (“VSOE”), the entire fee is recognized ratably over the term of the contract. See “—Multiple-Element Arrangements” below. With our MongoDB Atlas product, we make our software available to our customers in a hosted as-a-service offering. Generally, revenue related to our MongoDB Atlas product is recognized on a usage-basis, as determined by the frequency that the customer uses the product and based on other characteristics of the instances they utilize.

Services Revenue

Our services contracts are provisioned on a time-and-materials, fixed-fee or subscription basis. Revenue is recognized as the services are delivered on a proportional performance basis for standalone contracts sold on a time-and-materials and fixed-fee basis. When services are sold with subscription offerings they are treated as multiple-element arrangements. All revenue in the arrangement is recognized ratably over the term of the undelivered elements assuming all other revenue recognition criteria have been met. See “—Multiple-Element Arrangements” below.

Multiple-Element Arrangements

Guidance for multiple-element arrangements (“MEA”), dictates that contract fees be allocated across each element in an MEA based on VSOE of fair value. In cases where MEA software arrangements include both delivered and undelivered elements and VSOE of fair value exists for all undelivered elements, we may utilize the residual method for allocating fair value. Essentially, revenue recognition would occur immediately for the delivered elements and commence for the undelivered element(s), assuming all other revenue recognition criteria have been met.

In the event an MEA includes both delivered and undelivered elements and we have not established VSOE for the undelivered elements, all revenue from the arrangement shall be deferred until the earlier of the point at which VSOE is established or all elements have been delivered. As an exception to this guidance, in the event VSOE is not established for the undelivered elements and the only undelivered element is either PCS or services that do not involve significant production, modification or customization of software, the entire fee shall be recognized ratably over the term of the undelivered elements assuming all other revenue recognition criteria have been met. We have not established VSOE for PCS or services.

Stock-Based Compensation Expense

We account for stock-based compensation expense related to stock-based awards based on the estimated fair value of the award on the grant date. We historically issued options to purchase shares of our common stock. In the future, we expect to issue an increased percentage of stock-based awards to our employees in the form of restricted stock units.

In November 2016 we created two classes of common stock, Class A and Class B, and exchanged all of our outstanding stock options to purchase common stock for options to purchase shares of our Class B common stock. All of our stock options granted under our 2016 Plan, which was adopted December 6, 2016, have been and will be for shares of our Class A common stock.

We estimate the fair value of stock options using the Black-Scholes option-pricing model, which requires the use of subjective assumptions, including the expected term of the option, the expected stock price volatility, expected dividend yield and the risk-free interest rate for the expected term of the option. Prior to the IPO, the fair value of common stock underlying the stock options had historically been determined by our Board of Directors, with input from the Company’s management. Our Board of Directors previously determined the fair value of the common stock at the time of grant of the options by considering a number of objective and subjective factors, including valuations of comparable companies, sales of redeemable convertible preferred stock, sales of common stock to unrelated third parties, operating and financial performance, the lack of liquidity of our capital stock, and general and industry-specific economic outlook. Subsequent to the IPO, the fair value of the

underlying common stock is determined by the closing price, on the date of grant, of our Class A common stock, as reported by the Nasdaq. The expected term represents the period of time the stock options are expected to be outstanding. Due to the lack of sufficient historical exercise data to provide a reasonable basis upon which to otherwise estimate the expected term of the stock options, we use the simplified method to estimate the expected term for our stock options. Under the simplified method, the expected term of an option is presumed to be the mid-point between the vesting date and the end of the contractual term. Expected volatility is based on historical volatilities for publicly traded stock of comparable companies over the estimated expected term of the stock options. We assume no dividend yield because dividends on our common stock are not expected to be paid in the near future, which is consistent with our history of not paying dividends on our common stock.

For stock-based awards issued to employees, the related stock-based compensation expense is recognized on a straight-line basis over the period in which an employee is required to provide service in exchange for the stock-based award, which is generally four years. For stock-based awards issued to non-employees, including consultants, we record expense related to stock options based on the fair value of the options calculated using the Black-Scholes option-pricing model over the service performance period.

The following table summarizes the assumptions used to estimate the fair value of stock options granted during the periods presented:

	Years Ended January 31,		
	2018	2017	2016
Expected term (in years)	5.85 - 6.20	5.77-6.99	6.08
Expected volatility	41.2% - 45.7%	41.4%-43.7%	43.5%
Risk-free interest rate	1.8% - 2.4%	1.2% - 2.0%	1.5% - 1.9%
Dividend yield	0%	0%	0%

As discussed in "Recently Adopted Accounting Pronouncements" in Note 2, *Summary of Significant Accounting Policies*, in the Notes to Consolidated Financial Statements included in Part II, Item 8, *Financial Statements*, of this Form 10-K, we have elected to early adopt Accounting Standards Update No. 2016-09, Compensation—Stock Compensation (Topic 718): *Improvement to Employee Share-based Payment Accounting*, which, among other things, permits an entity to make an entity-wide policy election to either (1) estimate the number of awards that are expected to vest or (2) account for forfeitures when they occur. We have elected to account for forfeitures as they occur, rather than estimate expected forfeitures beginning on February 1, 2016.

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

Recent Accounting Pronouncements

See Note 2, *Summary of Significant Accounting Policies*, in the Notes to Consolidated Financial Statements included in Part II, Item 8, *Financial Statements*, of this Form 10-K for a discussion of recent accounting pronouncements.

JOBS Act

As an "emerging growth company," the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), allows us to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. We have elected to use this extended transition period under the JOBS Act. As a result, our financial statements may not be comparable to the financial statements of public companies who are required to comply with the effective dates for new or revised accounting standards, which may make comparison of our financial statements to those of other public companies more difficult.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We have operations both within the United States and internationally, and we are exposed to market risk in the ordinary course of business.

Interest Rate Risk

Our cash and cash equivalents primarily consist of bank deposits and money market funds, and our short-term investments consist of U.S. government treasury securities. As of January 31, 2018 and 2017, we had cash, cash equivalents and short-term investments of \$279.0 million and \$116.5 million, respectively. The carrying amount of our cash equivalents reasonably approximates fair value, due to the short maturities of these instruments. The primary objectives of our investment activities are the preservation of capital, the fulfillment of liquidity needs and the fiduciary control of cash and investments. We do not enter into investments for trading or speculative purposes. Our investments are exposed to market risk due to a fluctuation in interest rates, which may affect our interest income and the fair market value of our investments. The effect of a hypothetical 10% increase or decrease in interest rates would not have had a material impact on the fair market value of our investments as of January 31, 2018 and 2017.

Foreign Currency Risk

Our sales contracts are primarily denominated in U.S. dollars, British pounds (“GBP”) or Euros (“EUR”). A portion of our operating expenses are incurred outside the United States and denominated in foreign currencies and are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the GBP and EUR. Additionally, fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. The effect of a hypothetical 10% change in foreign currency exchange rates applicable to our business would not have a material impact on our historical consolidated financial statements for the years ended January 31, 2018 and 2017. Given the impact of foreign currency exchange rates has not been material to our historical operating results, we have not entered into derivative or hedging transactions, but we may do so in the future if our exposure to foreign currency should become more significant. As our international operations grow, we will continue to reassess our approach to manage our risk relating to fluctuations in currency rates.

Item 8. Financial Statements and Supplementary Data

MongoDB, Inc.
Form 10-K
For the Fiscal Year Ended January 31, 2018

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The supplementary financial information required by this Item 8, is included in Part II, Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, under the caption "Quarterly Results of Operations Data," which is incorporated herein by reference.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of MongoDB, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of MongoDB, Inc. and its subsidiaries as of January 31, 2018 and January 31, 2017, and the related consolidated statements of operations, of comprehensive loss, of redeemable convertible preferred stock and stockholders' equity (deficit), and of cash flows for each of the three years in the period ended January 31, 2018, including the related notes and schedule of valuation and qualifying accounts for each of the three years in the period ended January 31, 2018 appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 31, 2018 and January 31, 2017, and the results of its operations and its cash flows for each of the three years in the period ended January 31, 2018 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

San Jose, California
March 30, 2018

We have served as the Company's auditor since 2013.

MONGODB, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	As of January 31,	
	2018	2017
Assets		
Current assets:		
Cash and cash equivalents	\$ 61,902	\$ 69,305
Short-term investments	217,072	47,195
Accounts receivable, net of allowance for doubtful accounts of \$1,238 and \$958 as of January 31, 2018 and 2017, respectively	46,872	31,340
Deferred commissions	11,820	7,481
Prepaid expenses and other current assets	5,884	3,131
Total current assets	343,550	158,452
Property and equipment, net	59,557	4,877
Goodwill	1,700	1,700
Acquired intangible assets, net	1,627	2,511
Deferred tax assets	326	114
Other assets	8,436	6,778
Total assets	\$ 415,196	\$ 174,432
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)		
Current liabilities:		
Accounts payable	\$ 2,261	\$ 2,841
Accrued compensation and benefits	17,433	11,402
Other accrued liabilities	8,423	5,269
Deferred revenue	114,500	78,278
Total current liabilities	142,617	97,790
Redeemable convertible preferred stock warrant liability	—	1,272
Deferred rent, non-current	925	1,058
Deferred tax liability, non-current	18	108
Deferred revenue, non-current	22,930	15,461
Other liabilities, non-current	55,213	—
Total liabilities	221,703	115,689
Commitments and contingencies (Note 6)		
Redeemable convertible preferred stock, par value \$0.001 per share; no shares authorized, issued or outstanding as of January 31, 2018; 41,234,841 shares authorized as of January 31, 2017; 41,148,282 shares issued and outstanding with aggregate liquidation preference of \$345,997 as of January 31, 2017	—	345,257
Stockholders' equity (deficit):		
Class A common stock, par value of \$0.001 per share; 1,000,000,000 and 162,500,000 shares authorized as of January 31, 2018 and 2017, respectively; 13,303,028 and no shares issued and outstanding as of January 31, 2018 and 2017, respectively	13	—
Class B common stock, par value of \$0.001 per share; 100,000,000 and 113,000,000 shares authorized as of January 31, 2018 and 2017, respectively; 37,371,914 and 13,192,992 shares issued as of January 31, 2018 and 2017, respectively; 37,272,543 and 13,093,621 shares outstanding as of January 31, 2018 and 2017, respectively	38	13
Additional paid-in capital	638,680	62,557
Treasury stock, 99,371 shares (repurchased at an average of \$13.27 per share) as of January 31, 2018 and 2017	(1,319)	(1,319)
Accumulated other comprehensive loss	(159)	(364)
Accumulated deficit	(443,760)	(347,401)
Total stockholders' equity (deficit)	193,493	(286,514)
Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)	\$ 415,196	\$ 174,432

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

MONGODB, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share data)

	Years Ended January 31,		
	2018	2017	2016
Revenue:			
Subscription	\$ 141,490	\$ 91,235	\$ 58,561
Services	13,029	10,123	6,710
Total revenue	154,519	101,358	65,271
Cost of revenue:			
Subscription	30,766	19,352	13,146
Services	12,093	10,515	7,715
Total cost of revenue	42,859	29,867	20,861
Gross profit	111,660	71,491	44,410
Operating expenses:			
Sales and marketing	109,950	78,584	56,613
Research and development	62,202	51,772	43,465
General and administrative	36,775	27,082	17,070
Total operating expenses	208,927	157,438	117,148
Loss from operations	(97,267)	(85,947)	(72,738)
Other income (expense):			
Interest income	1,308	302	146
Interest expense	(8)	(9)	(24)
Other income (expense), net	895	(308)	(428)
Loss before provision for income taxes	(95,072)	(85,962)	(73,044)
Provision for income taxes	1,287	719	442
Net loss	\$ (96,359)	\$ (86,681)	\$ (73,486)
Net loss per share attributable to common stockholders, basic and diluted	\$ (4.06)	\$ (7.10)	\$ (6.54)
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted for Class A and Class B	23,718,391	12,211,711	11,240,696

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

MONGODB, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)

	Years Ended January 31,		
	2018	2017	2016
Net loss	\$ (96,359)	\$ (86,681)	\$ (73,486)
Other comprehensive income (loss), net of tax:			
Unrealized (loss) gain on available-for-sale securities	(88)	18	(33)
Foreign currency translation adjustments	293	(31)	(59)
Other comprehensive income (loss)	205	(13)	(92)
Total comprehensive loss	\$ (96,154)	\$ (86,694)	\$ (73,578)

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

MONGODB, INC.
CONSOLIDATED STATEMENT OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)
(in thousands, except share data)

	Redeemable Convertible Preferred Stock		Class A and Class B Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount					
Balances as of January 31, 2015	39,055,497	\$ 310,315	11,001,782	\$ 11	\$ 16,337	\$ (1,319)	\$ (259)	\$ (185,783)	\$ (171,013)
Stock option exercises	—	—	579,390	1	2,907	—	—	—	2,908
Vesting of early exercised stock options	—	—	—	—	391	—	—	—	391
Repurchase of common stock	—	—	(15,408)	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	12,787	—	—	—	12,787
Unrealized loss on available-for-sale securities	—	—	—	—	—	—	(33)	—	(33)
Foreign currency translation adjustment	—	—	—	—	—	—	(59)	—	(59)
Net loss	—	—	—	—	—	—	—	(73,486)	(73,486)
Balances as of January 31, 2016	39,055,497	310,315	11,565,764	12	32,422	(1,319)	(351)	(259,269)	(228,505)
Cumulative effect of accounting change	—	—	—	—	1,451	—	—	(1,451)	—
Proceeds from Series F financing, net of issuance costs of \$58	2,092,785	34,942	—	—	—	—	—	—	—
Stock option exercises	—	—	1,534,211	1	6,777	—	—	—	6,778
Vesting of early exercised stock options	—	—	—	—	903	—	—	—	903
Repurchase of common stock	—	—	(6,354)	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	21,004	—	—	—	21,004
Unrealized gain on available-for-sale securities	—	—	—	—	—	—	18	—	18
Foreign currency translation adjustment	—	—	—	—	—	—	(31)	—	(31)
Net loss	—	—	—	—	—	—	—	(86,681)	(86,681)
Balances as of January 31, 2017	41,148,282	345,257	13,093,621	13	62,557	(1,319)	(364)	(347,401)	(286,514)
Exercise of preferred stock warrants	85,170	1,171	—	—	—	—	—	—	—
Exercise of common stock warrants	—	—	99,534	1	—	—	—	—	1
Stock option exercises	—	—	1,263,722	1	5,596	—	—	—	5,597
Repurchase of early exercised options	—	—	(34,710)	—	—	—	—	—	—
Conversion of redeemable convertible preferred stock to common stock	(41,233,452)	(346,428)	26,953,404	27	346,401	—	—	—	346,428
Issuance of common stock upon Initial public offering, net of offering costs	—	—	9,200,000	9	201,611	—	—	—	201,620
Vesting of early exercised stock options	—	—	—	—	1,280	—	—	—	1,280
Stock-based compensation	—	—	—	—	21,235	—	—	—	21,235
Unrealized gain on available-for-sale securities	—	—	—	—	—	—	(88)	—	(88)
Foreign currency translation adjustment	—	—	—	—	—	—	293	—	293
Net loss	—	—	—	—	—	—	—	(96,359)	(96,359)
Balances as of January 31, 2018	—	\$ —	50,575,571	\$ 51	\$ 638,680	\$ (1,319)	\$ (159)	\$ (443,760)	\$ 193,493

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

MONGODB, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Years Ended January 31,		
	2018	2017	2016
Cash flows from operating activities			
Net loss	\$ (96,359)	\$ (86,681)	\$ (73,486)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	3,703	3,751	4,062
Stock-based compensation	21,235	21,004	12,787
Deferred income taxes	(302)	(4)	(2)
Change in fair value of warrant liability	(101)	(38)	(52)
Change in operating assets and liabilities:			
Accounts receivable	(15,901)	(9,263)	(10,123)
Prepaid expenses and other current assets	(2,595)	(450)	(460)
Deferred commissions	(5,545)	(6,019)	(533)
Other long-term assets	(687)	(784)	(27)
Accounts payable	(371)	1,296	371
Deferred rent	(133)	(672)	(681)
Accrued liabilities	8,115	3,948	3,478
Deferred revenue	44,060	35,834	17,705
Net cash used in operating activities	<u>(44,881)</u>	<u>(38,078)</u>	<u>(46,961)</u>
Cash flows from investing activities			
Purchases of property and equipment	(2,135)	(1,683)	(468)
Proceeds from maturities of marketable securities	82,230	114,775	38,000
Purchases of marketable securities	(252,382)	(82,036)	(117,954)
Net cash (used in) provided by investing activities	<u>(172,287)</u>	<u>31,056</u>	<u>(80,422)</u>
Cash flows from financing activities			
Proceeds from exercise of stock options, including early exercised stock options	8,367	8,220	3,104
Repurchase of early exercised stock options	(242)	(48)	(17)
Proceeds from issuance of Series F financing, net of issuance cost	—	34,942	—
Proceeds from initial public offering, net of underwriting discounts and commissions	205,494	—	—
Proceeds from exercise of redeemable convertible preferred stock warrants	1	—	—
Payment of initial public offering costs	(3,728)	—	—
Net cash provided by financing activities	<u>209,892</u>	<u>43,114</u>	<u>3,087</u>
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	<u>291</u>	<u>7</u>	<u>(92)</u>
Net (decrease) increase in cash, cash equivalents, and restricted cash	(6,985)	36,099	(124,388)
Cash, cash equivalents, and restricted cash, beginning of period	69,412	33,313	157,701
Cash, cash equivalents, and restricted cash, end of period	<u>\$ 62,427</u>	<u>\$ 69,412</u>	<u>\$ 33,313</u>

Supplemental cash flow disclosure

Cash paid during the period for:						
Income taxes, net of refunds	\$	1,004	\$	411	\$	522
Interest	\$	8	\$	16	\$	14
Noncash investing and financing activities						
Issuance of Series F redeemable convertible preferred stock warrants	\$	—	\$	—	\$	151
Vesting of early exercised stock options	\$	1,280	\$	903	\$	391
Conversion of redeemable convertible preferred stock warrant liability to redeemable convertible preferred stock as a result of warrant exercise	\$	1,171	\$	—	\$	—
Conversion of redeemable convertible preferred stock to common stock	\$	346,428	\$	—	\$	—
Estimated fair value of office space under a build-to-suit lease	\$	54,709	\$	—	\$	—
Reconciliation of cash, cash equivalents, and restricted cash within the consolidated balance sheets to the amounts shown in the statements of cash flows above:						
Cash and cash equivalents	\$	61,902	\$	69,305	\$	33,205
Restricted cash, current		525		107		108
Total cash, cash equivalents and restricted cash	\$	62,427	\$	69,412	\$	33,313

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

MONGODB, INC.
NOTES TO CONSOLIDATED STATEMENTS OF OPERATIONS

1. Organization and Description of Business

MongoDB, Inc. (“MongoDB” or the “Company”) was originally incorporated in the state of Delaware in November 2007 under the name 10Gen, Inc. In August 2013, the Company changed its name to MongoDB, Inc. The Company is headquartered in New York City. MongoDB is the leading, modern, general purpose database platform. The Company’s robust platform enables developers to build and modernize applications rapidly and cost-effectively across a broad range of use cases. Organizations can deploy our platform at scale in the cloud, on-premise or in a hybrid environment. In addition to selling its software, the Company provides post-contract support, training, and consulting services for its offerings. The Company’s fiscal year ends January 31.

Reverse Stock Split

In October 2017, the Company’s Board of Directors (the “Board of Directors”) and stockholders approved an amendment to the Company’s amended and restated certificate of incorporation effecting a 1-for-2 reverse stock split of the Company’s issued and outstanding shares of common stock and accordingly adjusted the conversion rate of the Series A, B, C, D and E redeemable convertible preferred stock to common stock to 1:0.75 and the conversion rate of the Series F redeemable convertible preferred stock to common stock to 1:0.5. The reverse split was effected on October 5, 2017. The par value of the common stock and redeemable convertible preferred stock was not adjusted as a result of the reverse stock split. All issued and outstanding share and per share amounts included in the accompanying consolidated financial statements have been adjusted to reflect this reverse stock split for all periods presented.

Initial Public Offering

In October 2017, the Company closed its initial public offering (“IPO”) of 9,200,000 shares of its Class A common stock at an offering price of \$24.00 per share, including 1,200,000 shares pursuant to the underwriters’ option to purchase additional shares of the Company’s Class A common stock. The Company received net proceeds of \$201.6 million, after deducting underwriting discounts and commissions of \$15.5 million and offering expenses of \$3.9 million. Immediately prior to the closing of the IPO, all 41,232,762 shares of the Company’s then-outstanding redeemable convertible preferred stock automatically converted into 26,952,887 shares of common stock at their respective conversion ratios and the Company reclassified \$346.4 million from temporary equity to Class B common stock and additional paid-in capital on its consolidated balance sheet.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and include the accounts of the Company and its wholly owned subsidiaries. All intercompany transactions and accounts have been eliminated.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Such estimates include, but are not limited to, revenue recognition, allowances for doubtful accounts, stock-based compensation, fair value of common stock and redeemable convertible preferred stock warrants prior to the IPO, legal contingencies, fair value of acquired intangible assets and goodwill, useful lives of acquired intangible assets and property and equipment, and accounting for income taxes. The Company bases these estimates on historical and anticipated results, trends and various other assumptions that it believes are reasonable under the circumstances, including assumptions as to future events. Actual results could differ from those estimates.

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Emerging Growth Company Status

As an “emerging growth company” (“EGC”), the Jump-start Our Business Start-ups Act (“JOBS Act”), allows the Company to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. The Company has elected to use this extended transition period under the JOBS Act. As a result, the Company’s financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective dates for new or revised accounting standards that are applicable to public companies, which may make the Company’s common stock less attractive to investors.

Foreign Currency

The functional currency of the Company’s international subsidiaries is either the U.S. dollar or the local currency in which the international subsidiary operates. For these subsidiaries where the U.S. dollar is the functional currency, foreign currency denominated monetary assets and liabilities are re-measured into U.S. dollars at current exchange rates and foreign currency denominated nonmonetary assets and liabilities are re-measured into U.S. dollars at historical exchange rates. Gains or losses from foreign currency re-measurement and settlements are included in other income (expense), net in the consolidated statements of operations. For foreign subsidiaries where the functional currency is the local currency, the Company uses the period-end exchange rates to translate assets and liabilities, and the average exchange rates to translate revenue and expenses into U.S. dollars. The Company records translation gains and losses in accumulated other comprehensive income (loss) as a component of stockholders' equity (deficit).

Comprehensive Loss

The Company’s comprehensive loss includes net loss and unrealized gains and losses on available-for-sale securities and foreign currency translation adjustments.

Cash and Cash Equivalents

The Company considers all highly liquid investments, including money market funds with an original maturity of three months or less at the date of purchase, to be cash equivalents.

Marketable Securities

The Company’s short-term investments consist of U.S. government treasury securities and money market instruments. The Company determines the appropriate classification of its short-term investments at the time of purchase and reevaluates such designation at each balance sheet date. The Company has classified and accounted for its short-term investments as available-for-sale securities as the Company may sell these securities at any time for use in its current operations or for other purposes, even prior to maturity. As a result, the Company classifies its short-term investments within current assets on the consolidated balance sheets.

Available-for-sale securities are recorded at fair value each reporting period. Unrealized gains and losses on these short-term investments are reported as a separate component of accumulated other comprehensive loss on the consolidated balance sheets until realized. The Company periodically evaluates its short-term investments to assess whether those with unrealized loss positions are other than temporarily impaired. The Company considers various factors in determining whether to recognize an impairment charge. Realized gains and losses are determined based on the specific identification method and are reported in interest income in the consolidated statements of operations. If the Company determines that the decline in an investment's fair value is other-than-temporary, the difference is recognized as an impairment loss in the consolidated statements of operations. As of January 31, 2018 and 2017, the Company has not recorded any other-than-temporary-impairment in its consolidated statements of operations.

Restricted Cash

The Company pledged \$0.5 million and \$0.1 million of collateral for its available credit on corporate credit cards as of January 31, 2018 and 2017, respectively. Restricted cash balances are included in other assets on the consolidated balance sheets.

MONGODD, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Fair Value of Financial Instruments

The Company's financial instruments consist of cash equivalents, short-term investments, accounts receivable, accounts payable, accrued liabilities and the redeemable convertible preferred stock warrant liability. Cash equivalents are stated at amortized cost, which approximates fair value at the balance sheet dates, due to the short period of time to maturity. Short-term investments are recorded at fair value. Accounts receivable, accounts payable and accrued liabilities are stated at their carrying value, which approximates fair value due to the short time to the expected receipt or payment date. The redeemable convertible preferred stock warrant liability is carried at fair value.

Assets and liabilities recorded at fair value on a recurring basis in the balance sheets consisting of cash equivalents, short-term investments and the redeemable convertible preferred stock warrant liability are categorized based upon the level of judgment associated with the inputs used to measure their fair values. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, as described below, of which the first two are considered observable and the last unobservable, that may be used to measure fair value:

- Level 1: Observable inputs, such as quoted prices (unadjusted) in active markets for identical assets or liabilities at the measurement date.
- Level 2: Observable inputs, other than Level 1 prices, such as quoted prices in active markets for similar assets and liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Company's financial instruments that are carried at fair value consist of Level 1 assets and Level 3 liabilities. Level 1 assets include highly liquid money market funds classified as cash equivalents and U.S. government treasury securities classified as short-term investments. Level 3 liabilities consist of the redeemable convertible preferred stock warrant liability.

Concentration of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk are primarily cash, cash equivalents, restricted cash, short-term investments, and accounts receivable. The primary focus of the Company's investment strategy is to preserve capital and meet liquidity requirements. The Company maintains its cash accounts with financial institutions where, at times, deposits exceed federal insurance limits. The Company invests its excess cash in highly-rated money market funds and in short-term investments consisting of U.S. government treasury securities. The Company extends credit to customers in the normal course of business. The Company performs credit analyses and monitors the financial health of its customers to reduce credit risk. Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The Company records an allowance for doubtful accounts relating to certain trade accounts receivable. The allowance is based on various factors, including the review of credit profiles of its customers, contractual terms and conditions, current economic trends and historical customer payment experience.

As of January 31, 2018 and 2017, no customer represented 10% or more of net accounts receivable. For the years ended January 31, 2018, 2017 and 2016, no customer represented 10% of more of revenue.

Allowance for Doubtful Accounts

The Company performs initial and ongoing evaluations of its customers' financial position, and generally extends credit without collateral. The Company determines the need for an allowance for doubtful accounts based upon various factors, including past collection experience, credit quality of the customer, age of the receivable balance, and current economic conditions, as well as specific circumstances arising with individual customers. Trade receivables are written off against the allowance when management determines a balance is uncollectible and the Company no longer actively pursues collection of the receivable.

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Capitalized Software Costs

Software development costs for software to be sold, leased, or otherwise marketed are expensed as incurred until the establishment of technological feasibility, at which time those costs are capitalized until the product is available for general release to customers and amortized over the estimated life of the product. Technological feasibility is established upon the completion of a working prototype that has been certified as having no critical bugs and is a release candidate. To date, costs and time incurred between the establishment of technological feasibility and product release have not been material, resulting in software development costs qualifying for capitalization being immaterial. As a result, all software development costs have been recorded in research and development expense in the consolidated statements of operations.

Costs related to software acquired, developed, or modified solely to meet the Company's internal requirements, with no substantive plans to market such software at the time of development, or costs related to development of web-based product are capitalized. Costs incurred during the preliminary planning and evaluation stage of the project and during post implementation operational stage are expensed as incurred. Costs incurred during the application development stage of the project are capitalized. The Company did not capitalize any costs related to computer software developed for internal use or web-based product in the years ended January 31, 2018 and 2017.

Property and Equipment

Property and equipment are recorded at cost and depreciated over their estimated useful lives using the straight-line method and the following estimated useful lives:

Property and Equipment	Estimated Useful Life
Computer and office equipment	Two to three years
Purchased software	Two to three years
Servers	Three years
Furniture and fixtures	Five years
Leasehold improvements	Lesser of estimated useful life or remaining lease term

Upon retirement or sale, the cost of assets disposed of, and the related accumulated depreciation, is removed from the accounts and any resulting gain or loss is reflected in the consolidated statements of operations. There was no material gain or loss incurred as a result of retirement or sale in the periods presented. Repair and maintenance costs are expensed as incurred.

Long-Lived Assets, Including Goodwill and Other Acquired Intangible Assets

The Company evaluates the recoverability of property and equipment and amortizable intangible assets for possible impairment whenever events or circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying amounts to the future undiscounted cash flows the assets are expected to generate. If such review indicates that the carrying amount of property and equipment and intangible assets is not recoverable, the carrying amount of such assets is reduced to fair value. In addition, the Company tests goodwill for impairment at least annually or more frequently if events or changes in circumstances indicate that this asset may be impaired. These tests are based on the Company's single operating segment and reporting unit structure. No indications of impairment of goodwill were noted during the years ended January 31, 2018 and 2017.

Acquired amortizable intangible assets are amortized on a straight-line basis over the estimated useful lives of the assets. The estimated remaining useful lives for intangible assets range from 1.8 to 2.2 years as of January 31, 2018 and 2.8 to 3.2 years as of January 31, 2017.

In addition to the recoverability assessment, the Company periodically reviews the remaining estimated useful lives of property and equipment and amortizable intangible assets. If the estimated useful life assumption for any asset is changed, the remaining unamortized balance would be depreciated or amortized over the revised estimated useful life, on a prospective basis.

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Deferred Rent

Rent expense is recognized on a straight-line basis over the non-cancelable term of the operating lease. The Company records the difference between cash rent payments and recognized rent expense as a deferred rent liability included in accrued liabilities and other liabilities on the consolidated balance sheets. Incentives granted under the Company's facility leases, including allowances to fund leasehold improvements, are deferred and are recognized as adjustments to rental expense on a straight-line basis over the term of the lease.

Revenue Recognition

The Company derives its revenue from two sources: (1) sales of subscriptions, including term license and technical support arrangements, and consumption-based hosted as-a-service offerings; and (2) services revenue comprised of consulting and training arrangements. The Company considers revenue realizable and earned when all of the following criteria are satisfied:

- there is persuasive evidence of an arrangement;
- delivery has occurred;
- the collection of the fees is probable; and
- fees for consideration are fixed or determinable.

The Company's subscription service arrangements generally are non-cancelable and do not contain refund-type provisions.

The Company recognizes subscription revenue ratably over the contract term, provided that all other revenue recognition criteria have been met. The Company provides its support services pursuant to these subscription arrangements, which are primarily on an annual basis and involve technical support and access to new software versions on a when-and-if available basis. In addition, revenue related to hosted as-a-service solutions are recognized on a usage-basis, as consideration for these arrangements are contingent upon the frequency that the licensee uses the product or on the size and speed of the required infrastructure of the hosted deployment. The Company recognizes revenue from services agreements on a percent complete basis if sold on a stand-alone basis and over the contractual subscription period if sold as a bundled element along with the Company's subscriptions. When services commence later than the start date of the subscription, no revenue is recognized until services commence. Once services commence, as long as all other revenue recognition criteria have been met, we record a cumulative catch up of revenue that would have been recognized over the period from the beginning of the subscription term until the commencement of services.

Subscription Revenue

The Company's subscription revenue is primarily comprised of time-based software licenses sold in conjunction with post-contract customer support ("PCS"). The Company typically bills subscription revenue annually in advance. As the Company's subscription offerings include a software license and PCS for which the Company has not established Vendor Specific Objective Evidence ("VSOE"), the entire fee is recognized ratably over the term of the PCS. See "—Multiple-Element Arrangements" section below. In certain circumstances, the Company makes software available to its customers online under hosting arrangements. The online services are currently comprised of an automated database backup storage tool, a database management automation tool and a database as-a-service tool wherein the customer can purchase storage, security and monitoring capabilities. Generally, revenue related to hosted as-a-service solutions are recognized on a usage-basis, as consideration for these arrangements are contingent upon the frequency that the licensee uses the product or on the size and speed of the required infrastructure of the hosted deployment.

Services Revenue

The Company's services contracts are provisioned on either a time-and-materials basis, fixed-fee basis or subscription basis. Revenue is recognized on a proportional performance basis as the services are delivered for standalone time and materials contracts and for standalone fixed price contracts. As arrangements in which services are sold with subscription offerings are in essence multiple-element arrangements, all revenue in the arrangement is recognized ratably over the term of the undelivered elements assuming all other revenue recognition criteria have been met. See "—Multiple-Element Arrangements" section below.

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Multiple-Element Arrangements

Guidance for multiple-element arrangements (“MEA”) dictate that contract fees be allocated across each element in an MEA based on VSOE of fair value. In cases where MEA software arrangements include both delivered and undelivered elements and VSOE of fair value exists for all undelivered elements, the Company may utilize the residual method for allocating fair value. Essentially, revenue recognition occurs immediately for the delivered elements and commences for the undelivered element(s), assuming all other revenue recognition criteria have been met.

In the event an MEA includes both delivered and undelivered elements, and the Company has not established VSOE for the undelivered elements, all revenue from the arrangement shall be deferred until the earlier of the point at which VSOE is established or all elements have been delivered. As an exception to this guidance, in the event VSOE is not established for the undelivered elements and the only undelivered element is either PCS or services that do not involve significant production, modification or customization of software, the entire fee is recognized ratably over the term of the undelivered elements assuming all other revenue recognition criteria have been met and services are generally provided at the beginning or over the course of the arrangement.

Cost of Revenue

Cost of revenue consists primarily of costs related to providing the Company’s subscription and hosting services to its paying customers, including personnel costs, including salaries, bonuses and benefits, and stock-based compensation and related expenses for datacenter operations, customer support and services personnel, as well as depreciation of servers and equipment.

Deferred Commissions and Commissions Expense

Deferred commissions are the incremental costs that are directly associated with non-cancelable subscription contracts with customers and consist of sales commissions paid to the Company’s direct sales force. The commissions are deferred and amortized over the non-cancelable terms of the related customer contracts. Sales commissions are generally paid up front and one month in arrears, however, payment timing is based on contractual terms of the underlying subscription contract and is subject to an evaluation of customer credit-worthiness. The deferred commission amounts are recoverable through the future revenue streams under the non-cancelable customer contracts. The Company capitalized commission costs of \$15.5 million and \$14.2 million for the years ended January 31, 2018 and 2017, respectively. Amortization of deferred commissions is included in sales and marketing expense in the consolidated statements of operations. As of January 31, 2018 and 2017, the Company recorded short-term deferred commissions of \$11.8 million and \$7.5 million, respectively, and long-term deferred commissions of \$6.8 million and \$5.6 million, respectively, in other long-term assets on the consolidated balance sheets.

Research and Development

Research and development costs are expensed as incurred and consist primarily of personnel costs, including salaries, bonuses and benefits, and stock-based compensation. Research and development costs also include amortization associated with intangible acquired assets and allocated overhead.

Advertising

Advertising costs are charged to operations as incurred or the first time the advertising takes place, based on the nature of the advertising, and include direct marketing, events, public relations, sales collateral materials and partner programs. Advertising costs were \$3.4 million, \$2.4 million and \$1.2 million for the years ended January 31, 2018, 2017 and 2016, respectively. Advertising costs are recorded in sales and marketing expenses in the consolidated statement of operations.

Redeemable Convertible Preferred Stock Warrant

The Company previously issued redeemable convertible preferred stock warrants, which required liability classification and accounting as the underlying convertible preferred stock were contingently redeemable as discussed in Note 8, *Warrants*. As of January 31, 2018, all redeemable convertible preferred stock warrants were exercised in full.

Common Stock Warrant

The Company previously issued common stock warrants, as discussed in Note 8, *Warrants*, which were measured at their estimated fair value upon issuance using the Black-Scholes pricing model and were recorded in additional paid-in capital on the consolidated balance sheets. As of January 31, 2018, all common stock warrants were exercised in full.

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Stock-Based Compensation

Compensation expense related to stock options granted to employees is calculated based on the fair value of stock-based awards on the date of grant. The Company determines the grant date fair value of the awards using the Black-Scholes option-pricing model. The related stock-based compensation expense is recognized on a straight-line basis over the period in which an employee is required to provide service in exchange for the stock-based award, which is generally four years.

For stock-based awards issued to non-employees, including consultants, the Company records expense related to stock options based on the fair value of the options calculated using the Black-Scholes option-pricing model over the service performance period. The Company believes that the fair value of the stock options is more reliably measured than the fair value of the services received. The fair value of each non-employee stock-based compensation award is re-measured each period until a commitment date is reached, which is generally the vesting date.

The Company's stock price volatility and expected option life involve management's best estimates, both of which impact the fair value of the option calculated under the Black-Scholes option pricing model and, ultimately, the expense that will be recognized over the life of the option. During the year ended January 31, 2017, the Company adopted Accounting Standards Update ("ASU") 2016-09 allowing the recognition of forfeitures as they occur. See "Recently Adopted Accounting Pronouncements" for the impact of the adoption.

Net Loss Per Share

The Company calculates basic and diluted net loss per share attributable to common stockholders in conformity with the two-class method required for companies with participating securities. The Company considers all series of redeemable convertible preferred stock to be participating securities as the holders are entitled to receive non-cumulative dividends on a pari passu basis in the event that a dividend is paid on common stock. Under the two-class method, the net loss attributable to common stockholders is not allocated to the redeemable convertible preferred stock as the holders of redeemable convertible preferred stock do not have a contractual obligation to share in losses.

Under the two-class method, basic net loss per share attributable to common stockholders is calculated by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, less shares subject to repurchase. Diluted net loss per share attributable to common stockholders is computed by giving effect to all potentially dilutive common stock equivalents outstanding for the period. For purposes of this calculation, redeemable convertible preferred stock, stock options to purchase common stock, early exercised stock options, and warrants to purchase redeemable convertible preferred stock and common stock are considered common shares equivalents, but have been excluded from the calculation of diluted net loss per share attributable to common stockholders as their effect is antidilutive.

Segment Information

The Company operates as one operating segment as it only reports financial information on an aggregate and consolidated basis to the Company's Chief Executive Officer, who is the chief operating decision maker.

Income Taxes

The Company follows the asset and liability method of accounting for income taxes. This method requires recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities. A valuation allowance has been established for the full amount of the net deferred tax assets as the Company has determined that the future realization of the tax benefit is not more likely than not.

The Company recognizes the tax benefit from uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by the tax authorities, based on the technical merits of the position. The tax benefit is measured based on the largest benefit that is more likely than not of being realized upon ultimate settlement. The Company recognizes interest and penalties on amounts due to taxing authorities as a component of other income and (expense), net.

On December 22, 2017, the 2017 Tax Cuts and Jobs Act (the "Tax Act") was enacted into law and the new legislation significantly revised the Internal Revenue Code of 1986, as amended. The newly enacted federal income tax law, among other things, contains significant changes to corporate taxation, including the reduction of the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%, limitation of the tax deduction for interest expense to 30% of adjusted earnings, limitation of the deduction for newly generated net operating losses ("NOLs") to 80% of current year taxable income and elimination of NOL carrybacks, one time taxation of offshore earnings at reduced rates regardless of whether they are repatriated (the "Transition Tax"), future taxation of certain classes of offshore earnings regardless of whether they are

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

repatriated, immediate deductions for certain new investments instead of deductions for depreciation expense over time, and modifying or repealing many business deductions and credits. The Company is required to recognize the effect of these significant tax law changes in the period of enactment.

Also on December 22, 2017, the SEC staff issued Staff Accounting Bulletin No. 118, *Income Tax Accounting Implications of the Tax Cuts and Jobs Act* (“SAB 118”), which allows the Company to record provisional amounts during a measurement period not to extend beyond one year of the enactment date. Given the significant complexity of the Tax Act, anticipated guidance from the Internal Revenue Service about implementing the Tax Act, and the potential for additional guidance from the SEC or the FASB related to the Tax Act, the Company’s current estimates may be adjusted in future periods. The Company expects to complete its analysis within the measurement period in accordance with SAB 118. Any subsequent adjustments to current estimates will be recorded to tax expense during the quarter in the Company’s fiscal year ending January 31, 2019 in which the Company’s analysis of and accounting for the Tax Act is complete. Refer to Note 11, *Income Taxes*, for further information.

Related Party Transactions

All contracts with related parties are executed in the ordinary course of business. There were no material related party transactions in the years ended January 31, 2018, 2017 and 2016. As of January 31, 2018 and 2017, there were no material amounts payable to or amounts receivable from related parties.

Recently Adopted Accounting Pronouncements

Stock-Based Compensation. Starting February 1, 2016, the Company elected to early adopt ASU No. 2016-09, *Compensation—Stock Compensation* (Topic 718): *Improvement to Employee Share-based Payment Accounting*, which would among other items, provide an accounting policy election to account for forfeitures as they occur, rather than to account for them based on an estimate of expected forfeitures and modifies financial statement presentation of excess tax benefits or deficiencies. The Company elected to account for forfeitures as they occur and therefore, stock-based compensation expense for the years ended months ended January 31, 2018 and 2017 has been calculated based on actual forfeitures in the consolidated statements of operations. The cumulative effect of this change increased the accumulated deficit and decreased additional paid-in capital as of February 1, 2016 by \$1.5 million. In addition, the effect on the Company’s historical consolidated financial statements was limited to an immaterial cumulative-effect adjustment for previously unrecognized excess tax benefits as a deferred tax asset with an offset to opening accumulated deficit, which was fully offset by a valuation allowance.

In May 2017, the Financial Accounting Standards Board (“FASB”), issued ASU 2017-09, *Compensation—Stock Compensation* (Topic 718). The amendments in the update provide guidance on types of changes to the terms or conditions of share-based payment awards, which would be required to apply modification accounting under Accounting Standards Codification (“ASC”) 718. The new guidance became effective for the Company for the fiscal year ending January 31, 2018. The adoption of ASU 2017-09 did not have a material impact on the Company’s consolidated financial statements.

Consolidated Statements of Cash Flows. Starting February 1, 2016, the Company elected to early adopt ASU No. 2016-15, *Statement of Cash Flows* (Topic 230): *Classification of Certain Cash Receipts and Cash Payments* and ASU No. 2016-18, *Statement of Cash Flows* (Topic 230): *Restricted Cash*. ASU No. 2016-15 eliminates the diversity in practice related to the classification of certain cash receipts and payments for debt prepayment or extinguishment costs, the maturing of a zero-coupon bond, the settlement of contingent liabilities arising from a business combination, proceeds from insurance settlements, distributions from certain equity method investees and beneficial interests obtained in a financial asset securitization. ASU No. 2016-18 requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. The Company adopted ASU No. 2016-15 and ASU No. 2016-18 using the retrospective transition method and adjusted the consolidated statements of cash flows in all comparative periods presented.

New Accounting Pronouncements Not Yet Adopted

Goodwill Impairment. In January 2017, the FASB issued ASU 2017-04—*Intangibles—Goodwill and Other* (Topic 350): *Simplifying the Test for Goodwill Impairment*. The new standard will simplify the measurement of goodwill by eliminating step two of the two-step impairment test. Step two measures a goodwill impairment loss by comparing the implied fair value of a reporting unit’s goodwill with the carrying amount of that goodwill. The new guidance requires an entity to compare the fair value of a reporting unit with its carrying amount and recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit’s fair value. Additionally, an entity should consider income

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tax effects from any tax deductible goodwill on the carrying amount of the reporting unit when measuring the goodwill impairment loss, if applicable. The new guidance becomes effective for the Company for the fiscal year ending January 31, 2022, though early adoption is permitted. The Company does not expect the adoption of the new accounting standard to have a material impact on its consolidated financial statements.

Leases. In February 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842), which modifies lease accounting for lessees to increase transparency and comparability by recording lease assets and liabilities for operating leases and disclosing key information about leasing arrangements. Depending on when the Company loses its EGC status, it may be required to adopt the new lease standard as early as its interim results for the period ending April 30, 2019, but no later than for its annual results for the fiscal year ending January 31, 2021, though early adoption is permitted. The Company is currently evaluating adoption methods and whether this standard will have a material impact on its consolidated financial statements.

Revenue Recognition. In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which amends the existing accounting standard for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount to which an entity expects to be entitled when products are transferred to customers. Subsequently, the FASB has issued the following pronouncements related to ASU 2014-09: ASU No. 2016-08, *Revenue from Contracts with Customers* (Topic 606): *Principal versus Agent Considerations*; ASU No. 2016-10, *Revenue from Contracts with Customers* (Topic 606): *Identifying Performance Obligations and Licensing*; ASU No. 2016-12, *Revenue from Contracts with Customers* (Topic 606): *Narrow-Scope Improvements and Practical Expedients*; and ASU 2016-20, *Technical Corrections and Improvements to Topic 606*, which clarifies narrow aspects of ASC 606 or corrects unintended application of the guidance. The Company must adopt ASU 2016-08, ASU 2016-10, ASU 2016-12, and ASU 2016-20 with ASU 2014-09 (collectively, the “new revenue standard”).

The Company plans to adopt the new revenue standard using the full retrospective transition method when it becomes effective for the Company. Depending on when the Company loses its EGC status, it may be required to adopt the new revenue standard as early as its annual results for the fiscal year ending January 31, 2019, but no later than for its annual results for the fiscal year ending January 31, 2020, though early adoption is permitted. While the Company continues to assess the potential impacts of the new revenue standard, the Company currently expects unearned subscription revenue to decline significantly upon adoption. Currently, as the Company’s subscription offerings include software term licenses and post-contract customer support for which the Company has not established vendor specific objective evidence (“VSOE”), the entire subscription fee is recognized ratably over the term of the contract. However, under the new revenue standard, the requirement for VSOE for undelivered elements is eliminated and, as a result, the Company will be required to identify all deliverables in a contract and recognize revenue based on each deliverable separately. The Company currently expects that the portion related to the software term license deliverable will be recognized upon delivery. The Company is in the process of determining the revenue recognition impact for the other deliverables of each contract. The Company continues to evaluate the effect that the new revenue standard will have on its consolidated financial statements and related disclosures, and preliminary assessments are subject to change.

3. Fair Value Measurements

The following tables present information about the Company’s financial assets and liabilities that have been measured at fair value on a recurring basis as of January 31, 2018 and 2017, and indicate the fair value hierarchy of the valuation inputs utilized to determine such fair value (in thousands):

	Fair Value Measurement at January 31, 2018			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents:				
Money market funds	\$ 45,918	\$ —	\$ —	\$ 45,918
Short-term investments:				
U.S. government treasury securities	217,072	—	—	217,072
Total financial assets	\$ 262,990	\$ —	\$ —	\$ 262,990

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

	Fair Value Measurement at January 31, 2017			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents:				
Money market funds	\$ 35,104	\$ —	\$ —	\$ 35,104
U.S. government treasury securities	20,000	—	—	20,000
Short-term investments:				
U.S. government treasury securities	47,195	—	—	47,195
Total financial assets	\$ 102,299	\$ —	\$ —	\$ 102,299
Financial Liability:				
Redeemable convertible preferred stock warrant liability	\$ —	\$ —	\$ 1,272	\$ 1,272
Total financial liability	\$ —	\$ —	\$ 1,272	\$ 1,272

The Company utilized the market approach and Level 1 valuation inputs to value its money market mutual funds and U.S. government treasury securities because published net asset values were readily available. As of January 31, 2018 and 2017, gross unrealized gains and unrealized losses for cash equivalents and short-term investments were not material, and the contractual maturity of all marketable securities was less than one year.

The Company's redeemable convertible preferred stock warrants were categorized as Level 3 because they were valued based on unobservable inputs and management's judgment due to the absence of quoted mark prices, inherent lack of liquidity and the long-term nature of such financial instruments. The Company estimated the fair value of its historical redeemable convertible preferred stock warrant liability using the Black-Scholes pricing model. The significant unobservable inputs used in the fair value measurement of the redeemable convertible preferred stock warrant liability were the fair value of the underlying stock at the valuation date and the estimated term of the warrant. Generally, increases (decreases) in the fair value of the underlying stock and estimated term resulted in a directionally similar impact to the fair value measurement, as recognized in other income (expense), net in the consolidated statements of operations. As of January 31, 2018, all previously outstanding redeemable convertible preferred stock warrants were fully exercised, as described in Note 8, *Warrants*.

The following table presents a reconciliation of the redeemable convertible preferred stock warrant liability measured at fair value using significant unobservable inputs (in thousands):

Fair value, beginning balance, January 31, 2017	\$ 1,272
Issuance of redeemable convertible preferred stock warrants	—
Conversion of redeemable convertible preferred stock warrant liability into redeemable convertible preferred stock	(1,171)
Change in fair value of redeemable convertible preferred stock warrant liability	(101)
Fair value, ending balance, January 31, 2018	\$ —

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4. Property and Equipment, Net

Property and equipment, net consists of the following (in thousands):

	January 31, 2018	January 31, 2017
Servers	\$ 4,279	\$ 4,175
Furniture and fixtures	2,259	2,014
Computer and office equipment	175	309
Purchased software	887	702
Leasehold improvements	8,548	7,235
Construction in process	883	171
Building	54,709	—
Total property and equipment	71,740	14,606
Less: accumulated depreciation and amortization	(12,183)	(9,729)
Property and equipment, net	\$ 59,557	\$ 4,877

In December 2017, the Company entered into a lease agreement for 106,230 rentable square feet of office space to accommodate its growing employee base in New York City. As a result of the Company's involvement during the construction period, whereby the Company has certain indemnification obligations related to the construction, the Company is considered, for accounting purposes only, the owner of the construction project under build-to-suit lease accounting. As a result, the Company has recorded the estimated fair value of the leased space as an asset, noted in the table above as "Building." Costs incurred to renovate the new office space will be capitalized as "Construction in process" and when completed, will increase the "Building" asset, as well as the corresponding long-term liability. Refer to Note 6, *Commitments and Contingencies* for further details.

Depreciation and amortization expense related to property and equipment was \$2.8 million and \$2.9 million for the years ended January 31, 2018 and 2017, respectively.

5. Acquired Intangible Assets, Net

The gross carrying amount and accumulated amortization of the Company's intangible assets are as follows (in thousands):

	January 31, 2018		
	Gross Carrying Value	Accumulated Amortization	Net Book Value
Developed technology	\$ 4,300	\$ (2,723)	\$ 1,577
Domain name	155	(105)	50
Total	\$ 4,455	\$ (2,828)	\$ 1,627

	January 31, 2017		
	Gross Carrying Value	Accumulated Amortization	Net Book Value
Developed technology	\$ 4,300	\$ (1,863)	\$ 2,437
Domain name	155	(81)	74
Total	\$ 4,455	\$ (1,944)	\$ 2,511

Acquired intangible assets are amortized on a straight-line basis. As of January 31, 2018, the weighted-average remaining useful lives of identifiable, acquisition-related intangible assets was 1.8 years for developed technology and 2.2 years for domain name. Amortization expense of intangible assets was \$0.9 million for each of the years ended January 31, 2018, 2017 and 2016.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

As of January 31, 2018, future amortization expense related to the intangible assets is as follows (in thousands):

Years Ending January 31,	
2019	\$ 883
2020	740
2021	4
Total	<u>\$ 1,627</u>

6. Commitments and Contingencies

Future minimum lease payments under non-cancelable office leases and other non-cancelable agreements as of January 31, 2018, were as follows (in thousands):

Year Ending January 31,	Operating Leases	Other Obligations
2019	\$ 8,420	\$ 13,921
2020	6,641	12,222
2021	10,930	11,187
2022	9,658	—
2023	9,630	—
Thereafter	62,681	—
Total minimum payments	<u>\$ 107,960</u>	<u>\$ 37,330</u>

Operating Leases

The Company has entered into non-cancellable operating leases, primarily related to rental of office space expiring through 2029. The Company recognizes operating lease costs on a straight-line basis over the term of the agreement, taking into account adjustments for market provisions such as free or escalating base monthly rental payments or deferred payment terms such as rent holidays that defer the commencement date of the required payments. The Company may receive renewal or expansion options, leasehold improvement allowances or other incentives on certain lease agreements. Total rent expense related to operating leases was \$9.1 million, \$7.0 million and \$5.3 million for the years ended January 31, 2018, 2017 and 2016, respectively.

In August 2016, the Company amended an existing irrevocable, standby letter of credit with Silicon Valley Bank for \$0.5 million to serve as a security deposit for the Company's headquarters lease in New York City. The amendment reduced the letter of credit from \$1.1 million to \$0.5 million. In January 2017, the Company entered into an irrevocable, standby letter of credit with Silicon Valley Bank for \$0.4 million to serve as a security deposit for the Company's lease in Texas. In October 2017, the Company entered into an irrevocable, standby letter of credit with Silicon Valley Bank for \$0.2 million to serve as a security deposit for the Company's lease in Australia. These letters of credit mature at various dates, but do not extend beyond the corresponding lease agreements for which such letter of credit has been obtained.

In December 2017, the Company entered into a lease agreement for 106,230 rentable square feet of office space (the "Premises") to accommodate its growing employee base in New York City. The Company received delivery of the Premises on January 1, 2018 to commence construction to renovate the Premises and expects to complete its renovations and vacate its current office space prior to the expiration of its existing lease in December 2018. Total estimated aggregate base rent payments over the initial 12-year term of the lease are \$87.9 million, with payments beginning 18 months after delivery of the Premises.

As a result of the Company's involvement during the construction period, whereby the Company has certain indemnification obligations related to the construction, the Company is considered, for accounting purposes only, the owner of the construction project under build-to-suit lease accounting. Refer to Note 4, *Property and Equipment, net* for further details. Once the construction of the Premises is completed, which is estimated to be prior to December 2018, the Company will evaluate the lease in order to determine whether or not the lease meets the criteria for "sale-leaseback" treatment.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Other Obligations

The Company has entered into certain other non-cancelable agreements primarily for subscription, marketing services and capacity commitments. During the year ended January 31, 2018, the Company increased certain capacity commitments with respect to cloud infrastructure services. In addition, in November 2017, the Company entered into an enterprise partnership arrangement with a cloud infrastructure provider that includes a non-cancelable commitment of \$36.0 million over the next three years, inclusive of capacity commitments that existed at that time of approximately \$6.7 million.

Legal Matters

From time to time, the Company has become involved in claims and other legal matters arising in the ordinary course of business. The Company investigates these claims as they arise. Although claims are inherently unpredictable, the Company is currently not aware of any matters that, if determined adversely to the Company, would individually or taken together have a material adverse effect on its business, financial position, results of operations or cash flows.

The Company accrues estimates for resolution of legal and other contingencies when losses are probable and estimable. From time to time, the Company is a party to litigation and subject to claims and threatened claims incident to the ordinary course of business, including intellectual property claims, labor and employment claims, breach of contract claims, and other matters.

Although the results of litigation and claims are inherently unpredictable, the Company believes that there was not at least a reasonable possibility that the Company had incurred a material loss with respect to such loss contingencies, as of January 31, 2018 and 2017, therefore, the Company has not recorded an accrual for such contingencies.

Indemnification

The Company enters into indemnification provisions under its agreements with other companies in the ordinary course of business, including business partners, landlords, contractors and parties performing its research and development. Pursuant to these arrangements, the Company agrees to indemnify, hold harmless, and reimburse the indemnified party for certain losses suffered or incurred by the indemnified party as a result of the Company's activities. The terms of these indemnification agreements are generally perpetual. The maximum potential amount of future payments the Company could be required to make under these agreements is not determinable. The Company has never incurred costs to defend lawsuits or settle claims related to these indemnification agreements. As a result, the Company believes the fair value of these agreements is not material. The Company maintains commercial general liability insurance and product liability insurance to offset certain of the Company's potential liabilities under these indemnification provisions.

The Company has entered into indemnification agreements with each of its directors and executive officers. These agreements require the Company to indemnify such individuals, to the fullest extent permitted by Delaware law, for certain liabilities to which they may become subject as a result of their affiliation with the Company.

7. Stockholders' Equity (Deficit)

Redeemable Convertible Preferred Stock

The Company previously issued redeemable convertible preferred stock in one or more series, each with such designations, rights, qualifications, limitations, and restrictions as set forth in the Company's certificate of incorporation, as in effect prior to the IPO. Immediately prior to the completion of the IPO, as described in Note 1, *Organization and Business Description*, all shares of redeemable convertible preferred stock then outstanding were automatically converted to 26,952,887 shares of Class B common stock at the respective conversion ratios.

Class A and Class B Common Stock

The Company has two classes of common stock, Class A and Class B. The rights of the holders of Class A and Class B common stock are identical, except with respect to voting. Each share of Class A common stock is entitled to one vote per share. Each share of Class B common stock is entitled to 10 votes per share. Shares of Class B common stock may be converted to Class A common stock at any time at the option of the stockholder. Shares of Class B common stock automatically convert to Class A common stock upon the following: (i) sale or transfer of such share of Class B common stock, subject to specified permitted transfers; (ii) the death of the Class B common stockholder (or nine months after the date of death if the stockholder is one of the founders); and (iii) on the final conversion date, defined as the earlier of (a) the first trading day on or after the date on which the outstanding shares of Class B common stock represent less than 10% of the

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then-outstanding Class A and Class B common stock; or (b) the date specified by vote of the Board of Directors and the holders of a majority of the outstanding shares of Class B common stock and redeemable convertible preferred stock, voting together as a single class on an as-converted basis. Class A and Class B common stock are referred to as common stock throughout the notes to the consolidated financial statements, unless otherwise noted.

As of January 31, 2018, the Company had authorized 1,000,000,000 shares and 100,000,000 shares of Class A and Class B common stock, respectively, each par value \$0.001 per share, of which 13,303,028 shares of Class A common stock were issued and outstanding and 37,371,914 and 37,272,543 shares of Class B common stock were issued and outstanding, respectively.

8. Warrants

Redeemable Convertible Preferred Stock Warrants

The Company previously issued warrants to purchase Series E and Series F redeemable convertible preferred stock at an exercise price of \$0.01 per share in connection with a software development contract with a customer. During the year ended January 31, 2018, warrants to purchase 45,301 shares of Series E redeemable convertible preferred stock and 41,258 shares of Series F redeemable convertible preferred stock were exercised in full, representing the total number of redeemable convertible preferred stock warrants outstanding. Upon the exercise of these warrants, the aggregate fair value of the Series E and Series F redeemable convertible preferred stock warrant liabilities was re-measured to be \$1.2 million on the exercise date and was reclassified to redeemable convertible preferred stock. During the year ended January 31, 2018, these shares of redeemable convertible preferred stock were automatically converted to 53,562 shares of Class B common stock at the respective conversion ratios.

Common Stock Warrants

In April 2013, in connection with a lease agreement and a loan agreement with the same financial institution, the Company issued immediately exercisable and fully vested warrants to purchase an aggregate of 116,258 shares of Class B common stock at an exercise price of \$5.72 per share. Furthermore, in April 2013, in connection with a loan agreement with another financial institution, the Company issued immediately exercisable and fully vested warrants to purchase 5,785 shares of Class B common stock at an exercise price of \$5.72 per share. These warrants were net exercised in full during the year ended January 31, 2018 and the Company issued 99,534 shares of Class B common stock upon such exercise. No common stock warrants were outstanding as of January 31, 2018.

9. Equity Incentive Plans

2008 and 2016 Stock Plan

In 2008 and 2016, the Company adopted the 2008 Stock Incentive Plan (as amended, the “2008 Plan”), and the 2016 Equity Incentive Plan (as amended, the “2016 Plan”), primarily for the purpose of granting stock-based awards to employees, directors and consultants, including stock options and other stock-based awards including restricted stock units (“RSUs”). With the establishment of the 2016 Plan in December 2016, all shares available for grant under the 2008 Plan were transferred to the 2016 Plan. The Company no longer grants any stock-based awards under the 2008 Plan and any shares underlying stock options canceled under the 2008 Plan will be automatically transferred to the 2016 Plan. Stock options granted under the stock option plans may be either incentive stock options (“ISOs”) or nonstatutory stock options (“NSOs”). ISOs may be granted to employees and NSOs may be granted to employees, directors, or consultants. As of January 31, 2018, the Company made one ISO grant, all other stock options outstanding were granted as NSOs. The exercise prices of the stock option grants must be not less than 100% of the fair value of the common stock on the grant date as determined by the Board of Directors. If, at the date of grant, the optionee owns more than 10% of the total combined voting power of all classes of outstanding stock (a “10% stockholder”), the exercise price must be at least 110% of the fair value of the common stock on the date of grant as determined by the Board of Directors. Options granted are exercisable over a maximum term of 10 years from the date of grant or five years from the date of grant for ISOs granted to any 10% stockholder. The Board of Directors or a committee thereof determines the vesting schedule for all equity awards. Stock option awards generally vest over a period of four years with 25% vesting on the one year anniversary of the award and the remainder vesting monthly over the next 36 months of the grantee’s service to the Company. RSU awards generally vest over a period of four years with 25% vesting on the one year anniversary of the award and the remainder vesting quarterly over the next 12 quarters of the grantee’s service to the Company.

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Stock Options and Restricted Stock Units

The following table summarizes stock option and RSU award activity for the 2008 and 2016 Plans (in thousands, except share and per share data and years):

	Shares Available for Grant	Options Outstanding			
		Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value
Balance - January 31, 2016	974,433	9,322,281	\$ 13.20	8.3	\$ 8,459
Authorized	3,000,000	—	—		
Options granted	(4,404,228)	4,404,228	6.74		
Options exercised	—	(1,534,211)	5.43		
Early exercised shares repurchased	6,354	—	—		
Options forfeited and expired	1,101,701	(1,101,701)	11.09		
Balance - January 31, 2017	678,260	11,090,597	6.47	8.2	\$ 21,717
Authorized	6,979,900	—	—		
Options granted	(3,642,275)	3,642,275	10.80		
Options exercised	—	(1,263,722)	6.59		
Early exercised shares repurchased	34,710	—	—		
Options forfeited and expired	831,715	(831,715)	7.73		
RSUs granted	(245,746)				
Balance - January 31, 2018	4,636,564	12,637,435	7.63	7.7	246,227
Options vested and exercisable - January 31, 2017		4,344,092	6.21	7.3	9,875
Options vested and exercisable - January 31, 2018		5,540,858	\$ 6.33	6.6	\$ 115,122
Options vested and exercisable - Stock options vested and expected to vest - January 31, 2018		12,637,435	\$ 7.63	7.7	\$ 246,227

The weighted-average grant-date fair value of options granted was \$4.76 per share, \$2.91 per share, and \$7.53 per share during the years ended January 31, 2018, 2017 and 2016, respectively. The intrinsic value of options exercised for the years ended January 31, 2018, 2017 and 2016 was determined to be \$4.1 million, \$2.9 million, and \$6.5 million, respectively.

The total grant date fair value of options vested for the years ended January 31, 2018, 2017 and 2016, was \$13.5 million, \$15.5 million, and \$11.6 million, respectively. As of January 31, 2018, we had stock-based compensation expenses of \$37.4 million, related to unvested stock options that we expect to recognize over a weighted-average period of 2.54 years.

During the year ended January 31, 2018, the Company granted 245,746 RSUs with a total grant date fair value of \$6.4 million. No RSUs were vested, forfeited or canceled as of January 31, 2018. No RSUs were granted during the year ended January 31, 2017.

2016 China Stock Appreciation Rights Plan

In April 2016, the Company adopted the 2016 China Stock Appreciation Rights Plan (as amended, the “China SAR Plan”) for its employees in China. For grants made prior to the IPO, the China SAR Plan included a service vesting condition and a performance vesting condition. The service vesting condition is generally over four years with 25% vesting on the one year anniversary of the award and the remainder vesting monthly over the next 36 months of the grantee’s service to the Company. The performance vesting condition is defined as the Company’s common stock being publicly traded (a qualifying liquidity event). The China SAR Plan units are cash settled upon exercise and will be paid as a cash bonus equal to the difference between the strike price of the vested plan units and the fair market value of common stock at the end of each reporting period.

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For the year ended January 31, 2017, the Company granted 21,500 units of the China SAR Plan at a weighted average strike price of \$6.78 per share. The Company granted 8,000 units under this plan for the year ended January 31, 2018. All of the units granted during the year ended January 31, 2017 were still outstanding as of January 31, 2018. During the year ended January 31, 2018, upon the vesting of 9,302 units, the total expense and liability related to China SAR for the year ended January 31, 2018 was \$0.2 million and was recorded as part of the “Accrued compensation and benefits” on the Company’s consolidated balance sheet. The Company did not recognize any compensation expense related to the China SAR Plan prior to October 18, 2017 because the Company had determined the performance conditions, with respect to the occurrence of a qualifying liquidity event, were not probable until the successful IPO.

2017 Employee Stock Purchase Plan

In October 2017, the Board of Directors adopted, and stockholders approved, the 2017 Employee Stock Purchase Plan (“ESPP”). A total of 995,000 shares of the Company’s Class A common stock have been initially authorized for issuance under the 2017 ESPP. Subject to any plan limitations, the 2017 ESPP allows eligible employees to contribute, normally through payroll deductions, up to 15% of their earnings for the purchase of the Company’s Class A common stock at a discounted price per share. Except for the initial offering period, the ESPP provides for separate six-month offering periods. The initial offering period will run from October 18, 2017 through June 15, 2018.

Unless otherwise determined by the Board of Directors, the Company’s Class A common stock will be purchased for the accounts of employees participating in the ESPP at a price per share that is the lesser of (1) 85% of the fair market value of the Company’s Class A common stock on the first trading day of the offering period, which for the initial offering period is the price at which shares of the Company’s Class A common stock were first sold to the public, or (2) 85% of the fair market value of the Company’s Class A common stock on the last trading day of the offering period.

During the year ended January 31, 2018, no shares of Class A common stock were purchased under the 2017 ESPP. The total expense related to the 2017 ESPP for year ended January 31, 2018 was \$0.7 million.

Stock Option Repricing

On April 13, 2016, the Company amended all then-current employee and active non-employee stock options with an exercise price greater than \$6.50 per share that remained outstanding and unexercised on such date to reprice their respective exercise prices to \$6.50 per share, the fair market value of the Company’s common stock as of April 13, 2016, as determined by the Board of Directors. Pursuant to this repricing, options to purchase 6,898,736 shares of common stock were repriced, including options to purchase 3,303,786 shares of common stock held by the Company’s executive officers. The Company determined the total incremental compensation expense related to the repriced awards was \$10.7 million, of which \$2.4 million and \$5.6 million was recorded during the years ended January 31, 2018 and 2017, respectively.

Early Exercise of Stock Options

The Company allows employees and directors to exercise options granted prior to vesting. The unvested shares are subject to lapsing repurchase rights upon termination of employment. For early exercised stock options under the 2008 Plan, the repurchase price is at the original purchase price. For early exercised stock options under the 2016 Plan, the repurchase price is the lower of (i) the then-current fair market value of the common stock on the date of repurchase, and (ii) the original purchase price. The proceeds initially are recorded in other current and noncurrent liabilities from the early exercise of stock options and reclassified to common stock and paid-in capital as the repurchase right lapses.

For the years ended January 31, 2018 and 2017, the Company issued common stock of 363,894 and 240,678 shares, respectively, for stock options exercised prior to vesting. For the years ended January 31, 2018 and 2017, the Company repurchased 34,710 and 6,354 shares, respectively, of common stock related to unvested stock options at the original exercise price due to the termination of employees. As of January 31, 2018 and 2017, there were 256,640 and 118,059 shares, respectively, held by employees and directors that were subject to potential repurchase at an aggregate price of \$2 million and \$0.8 million, respectively.

Determination of Fair Value

The determination of the fair value of stock options on the date of grant using an option-pricing model is affected by the fair value of the Company’s common stock, as well as assumptions regarding a number of complex and subjective variables. The Company uses the Black-Scholes option-pricing model to calculate the fair value of stock options, which requires the use of assumptions including actual and projected employee stock option exercise behaviors, expected price

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

volatility of the Company’s common stock, the risk-free interest rate and expected dividends. Each of these inputs is subjective and generally requires significant judgment to determine.

Fair Value of Common Stock. Prior to the IPO, the fair value of common stock underlying the stock options had historically been determined by the Board of Directors, with input from the Company’s management. The Board of Directors previously determined the fair value of the common stock at the time of grant of the options by considering a number of objective and subjective factors, including valuations of comparable companies, sales of redeemable convertible preferred stock, sales of common stock to unrelated third parties, operating and financial performance, the lack of liquidity of the Company’s capital stock, and general and industry-specific economic outlook. Subsequent to the IPO, the fair value of the underlying common stock is determined by the closing price, on the date of grant, of the Company’s Class A common stock, which is traded publicly on The Nasdaq Global Market.

Expected Term. The expected term represents the period that stock-based awards are expected to be outstanding. For option grants that are considered to be “plain vanilla,” the Company determines the expected term using the simplified method. The simplified method deems the term to be the average of the time-to-vesting and the contractual life of the options. For other option grants, the Company estimates the expected term using historical data on employee exercises and post-vesting employment termination behavior taking into account the contractual life of the award.

Expected Volatility. Since the Company has limited trading history of its common stock, the expected volatility is derived from the average historical stock volatilities of several unrelated public companies within the Company’s industry that the Company considers to be comparable to its own business over a period equivalent to the expected term of the stock option grants.

Risk-Free Interest Rate. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for zero-coupon U.S. Treasury notes with maturities approximately equal to the option’s expected term.

Dividend Rate. The expected dividend is assumed to be zero as the Company has never paid dividends and has no current plans to do so.

The fair value of stock options granted was estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions:

	Years Ended January 31,		
	2018	2017	2016
Expected term (in years)	5.85 - 6.20	5.77-6.99	6.08
Expected volatility	41.2% - 45.7%	41.4%-43.7%	43.5 %
Risk-free interest rate	1.8% - 2.4%	1.2% - 2.0%	1.5% - 1.9%
Dividend yield	0%	0%	0%

The fair value of the purchase rights granted under the 2017 ESPP was estimated on the first day of the offering period using the Black-Scholes option-pricing model with the following assumptions:

	Year Ended January 31,
	2018
Expected term (in years)	0.67 - 0.7
Expected volatility	23% - 24%
Risk-free interest rate	1.2%
Dividend yield	0%

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Stock-Based Compensation Expense

Total stock-based compensation expense recognized in the Company's consolidated statements of operations is as follows (in thousands):

	Years Ended January 31,		
	2018	2017	2016
Cost of revenue—subscription	\$730	\$570	\$282
Cost of revenue—services	462	482	272
Sales and marketing	6,364	5,514	3,524
Research and development	5,752	5,755	4,034
General and administrative	7,927	8,683	4,675
Total stock-based compensation expense	<u>\$ 21,235</u>	<u>\$ 21,004</u>	<u>\$ 12,787</u>

10. Net Loss per Share Attributable to Common Stockholders

The Company calculates basic and diluted net loss per share attributable to common stockholders in conformity with the two-class method required for companies with participating securities. The Company considered all series of redeemable convertible preferred stock to have been participating securities as the holders were entitled to receive non-cumulative dividends on a pari passu basis in the event that a dividend was paid on common stock. Under the two-class method, the net loss attributable to common stockholders is not allocated to the redeemable convertible preferred stock as the holders of redeemable convertible preferred stock do not have a contractual obligation to share in losses.

Under the two-class method, basic net loss per share attributable to common stockholders is calculated by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, less shares subject to repurchase. Diluted net loss per share attributable to common stockholders is computed by giving effect to all potentially dilutive common stock equivalents outstanding for the period. For purposes of this calculation, redeemable convertible preferred stock, stock options to purchase common stock, early exercised stock options, and warrants to purchase redeemable convertible preferred stock and common stock are considered common shares equivalents, but have been excluded from the calculation of diluted net loss per share attributable to common stockholders as their effect is antidilutive. Basic and diluted net loss per share was the same for each period presented, as the inclusion of all potential common shares outstanding would have been antidilutive.

The rights, including the liquidation and dividend rights, of the holders of Class A and Class B common stock are identical, except with respect to voting. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis and the resulting net loss per share attributed to common stockholders will, therefore, be the same for both Class A and Class B common stock on an individual or combined basis.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders (in thousands, except share and per share data):

	Years Ended January 31,		
	2018	2017	2016
Net loss attributable to common stockholders	\$ (96,359)	\$ (86,681)	\$ (73,486)
Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted for Class A and Class B	23,718,391	12,211,711	11,240,696
Net loss per share attributable to common stockholders, basic and diluted	<u>\$ (4.06)</u>	<u>\$ (7.10)</u>	<u>\$ (6.54)</u>

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The following weighted-average outstanding potentially dilutive common shares were excluded from the computation of diluted net loss per share attributable to common stockholders for the periods presented because the impact of including them would have been antidilutive:

	Years Ended January 31,		
	2018	2017	2016
Redeemable convertible preferred stock (as converted)	19,534,014	25,856,309	25,853,450
Redeemable convertible preferred stock warrants (as converted)	22,592	54,604	54,604
Common stock warrants	90,143	122,043	122,043
Stock options to purchase Class B common stock	9,612,572	10,777,310	8,844,392
Stock options to purchase Class A common stock	2,552,397	52,663	—
Early exercised stock options	236,675	79,394	29,744

11. Income Taxes

The components of loss before provision for income taxes were as follows (in thousands):

	Years Ended January 31,		
	2018	2017	2016
United States	\$ (57,903)	\$ (55,878)	\$ (44,218)
Foreign	(37,169)	(30,084)	(28,826)
Total	<u>\$ (95,072)</u>	<u>\$ (85,962)</u>	<u>\$ (73,044)</u>

The components of the provision for income taxes were as follows (in thousands):

	Years Ended January 31,		
	2018	2017	2016
Current:			
Federal	\$ —	\$ —	\$ —
State	88	97	134
Foreign	1,493	626	310
Total	<u>1,581</u>	<u>723</u>	<u>444</u>
Deferred:			
Federal	(96)	39	58
State	6	4	8
Foreign	(204)	(47)	(68)
Total	<u>(294)</u>	<u>(4)</u>	<u>(2)</u>
Provision for income taxes	<u>\$ 1,287</u>	<u>\$ 719</u>	<u>\$ 442</u>

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The items accounting for the difference between income taxes computed at the federal statutory income tax rate of 33.8% and the provision for income taxes consisted of the following (in thousands):

	Years Ended January 31,		
	2018	2017	2016
Income tax benefit at statutory rate	\$ (32,145)	\$ (29,228)	\$ (24,834)
State taxes, net of federal benefit	564	101	141
Impact of foreign income taxes	5,555	7,053	6,767
Stock based compensation	1,741	1,796	827
Non-deductible expenses	615	531	368
Change in valuation allowance	(7,605)	19,390	17,197
Research and development credits	(1,146)	(775)	(894)
Prior year true ups	(144)	918	(103)
Change in tax rate due to the Tax Act	33,110	—	—
Other	742	933	973
Provision for income taxes	<u>\$ 1,287</u>	<u>\$ 719</u>	<u>\$ 442</u>

Impact of the 2017 Tax Cuts and Jobs Act

The Tax Act was enacted on December 22, 2017, impacting U.S. federal taxation of corporations. Due to the Tax Act, the Company re-measured its U.S. federal deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which changed from approximately 35% to 21%. However, the Company is currently analyzing certain aspects of the Tax Act and refining its calculations, which could potentially affect the measurement of these balances or give rise to new deferred tax amounts. The provisional amount recorded related to the re-measurement of the Company's deferred tax balance was \$33.1 million before the valuation allowance. The provisional decrease to the valuation allowance related to the re-measurement of the deferred tax balance was \$33.1 million. The remaining impact of the change in tax rate was recorded to income tax benefit, which relates to the reduction of deferred tax liabilities with respect to indefinite-lived intangibles.

The Tax Act also includes a one-time transition tax on the Company's total post-1986 earnings and profits ("E&P"), which were previously deferred from U.S. federal income taxes as the E&P were considered to be indefinitely reinvested. The Company has prepared a provisional estimate of the impact of the transition tax, and has determined that due to significant non-U.S. E&P deficits, the Company does not expect to be subject to the transition tax.

The Act also includes provisions for certain foreign-sourced earnings referred to as Global Intangible Low-Taxed Income ("GILTI"), which impose a tax on foreign income in excess of a deemed return on tangible assets of foreign corporations. The FASB issued guidance in January 2018 to allow companies to make an accounting policy election to either (i) account for GILTI as a component of tax expense in the period in which the tax is incurred (the "period cost method"), or (ii) account for GILTI in the measurement of deferred taxes (the "deferred method"). Because of the complexity of the new provisions, the Company is continuing to evaluate the accounting impact under GAAP and will make an election once this analysis has been completed.

Given the significant complexity of the Tax Act, anticipated guidance from the Internal Revenue Service about implementing the Tax Act, and the potential for additional guidance from the SEC or the FASB related to the Tax Act, the Company's estimates may be adjusted in future periods. Any subsequent adjustment to estimates will be recorded to current tax expense in future quarters at which point the Company's analysis and accounting for all aspects of the Tax Act is complete.

Deferred Income Taxes

At January 31, 2018 the Company had NOL carryforwards for federal, state and Irish income tax purposes of \$209.5 million, \$166.5 million and \$182.3 million, respectively, which begin to expire in the year ending January 31, 2028 for federal purposes and January 31, 2021 for state purposes. Ireland allows NOLs to be carried forward indefinitely. The deferred tax assets associated with the NOL carryforwards in each of these jurisdictions are subject to a full valuation allowance. Utilization of the federal net operating loss carryforwards and credits may be subject to a substantial annual

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

limitation due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. Under Section 382 of the U.S. Internal Revenue Code of 1986, a corporation that experiences an “ownership change” is subject to a limitation on the Company’s ability to utilize its pre-change NOLs to offset future taxable income. In April 2017, the Company completed an analysis under Section 382 to evaluate whether there are any limitations on its NOLs through January 31, 2017 and concluded that any prior ownership changes do not limit the utilization of the NOLs before they expire assuming sufficient future federal and state taxable income. However, it is possible that the Company could experience a future ownership change under Section 382 or other regulatory changes, such as suspension on the use of the NOLs, that could result in the expiration of its NOLs or otherwise cause them to be unavailable to offset future federal and state taxable income.

Deferred income taxes arise from temporary differences between the carrying amounts of assets and liabilities for financial reporting and the amounts used for income tax reporting purposes, as well as operating losses and tax credit carryforwards.

Significant components of the Company’s deferred tax assets for federal and state income taxes are as follows as of January 31, 2018, 2017 and 2016, respectively (in thousands):

	Years Ended January 31,	
	2018	2017
Deferred tax assets:		
Net operating loss carryforwards	\$ 77,434	\$ 82,762
Deferred revenue	3,537	1,683
Other liabilities and accruals	6,852	7,863
Depreciable assets	1,583	1,919
Other reserves	339	352
Gross deferred tax assets	89,745	94,579
Valuation allowance	(89,336)	(94,465)
Total deferred tax assets, net of valuation allowance	409	114
Deferred tax liability:		
Goodwill	(101)	(108)
Total deferred tax liability	(101)	(108)
Net deferred tax assets	\$ 308	\$ 6

Deferred tax assets are recognized when management believes it more likely than not that they will be realized. Deferred tax assets are reduced by a valuation allowance if, based on available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. Due to the significant negative evidence resulting from losses since inception in the U.S. federal, U.S. state and Ireland jurisdictions, management maintains a full valuation allowance against the net deferred tax assets in these jurisdictions. The valuation allowance for deferred tax assets as of January 31, 2018 and 2017 was \$89.3 million and \$94.5 million, respectively. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities (including the impact of available carryback and carryforward periods), projected future taxable income, and tax planning strategies in making this assessment.

Uncertain Tax Positions

The calculation of the Company’s tax obligations involves dealing with uncertainties in the application of complex tax laws and regulations. ASC 740, *Income Taxes*, provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, on the basis of the technical merits. The Company has assessed its income tax positions and recorded tax benefits for all years subject to examination, based upon the Company’s evaluation of the facts, circumstances and information available at each period end. For those tax positions where the Company has determined there is a greater

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

than 50% likelihood that a tax benefit will be sustained, the Company has recorded the largest amount of tax benefit that may potentially be realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where it is determined there is less than 50% likelihood that a tax benefit will be sustained, no tax benefit has been recognized.

Although the Company believes that it has adequately reserved for its uncertain tax positions, the Company can provide no assurance that the final tax outcome of these matters will not be materially different. As the Company expands internationally, it will face increased complexity, and the Company's unrecognized tax benefits may increase in the future. The Company makes adjustments to its reserves when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made.

The activity within the Company's unrecognized gross tax benefits was as follows (in thousands):

	Years Ended January 31,		
	2018	2017	2016
Unrecognized tax benefits at beginning of year	\$ 4,400	\$ 3,411	\$ 2,229
Decreases in tax positions in prior years	(1,494)	(83)	—
Additions based on tax positions in the current year	1,143	1,072	1,182
Unrecognized tax benefits at end of year	<u>\$ 4,049</u>	<u>\$ 4,400</u>	<u>\$ 3,411</u>

Principally, because the Tax Act has now applied a federal tax on accumulated foreign earnings through January 31, 2018, as well as the potential that U.S state and foreign withholding taxes may also apply, the Company is continuing to evaluate the impacts of the Tax Act during the measurement period, including whether to continue applying the exception to the presumption of the repatriation of foreign earnings. The Company has not provided for foreign withholding taxes on approximately \$0.8 million of undistributed earnings from non-U.S. operations as of January 31, 2018 because the Company intends to reinvest such earnings indefinitely outside of the United States. If the Company were to distribute these earnings, then foreign withholding tax would be payable. The amount of unrecognized deferred tax liability related to these earnings was estimated to be immaterial.

The Company is not currently under Internal Revenue Service, state, or foreign income tax examination. The Company does not anticipate any significant increases or decreases in its uncertain tax positions within the next twelve months. The Company files tax returns in the United States for federal, California and other states. All tax years remain open to examination for both federal and state purposes as a result of the net operating loss and credit carryforwards. The Company files foreign tax returns in various locations. These foreign returns are open to examination for the fiscal years ending January 31, 2012 through January 31, 2017.

12. Segments and Geographic Revenue

The Company operates its business as one operating segment as it only reports financial information on an aggregate and consolidated basis to the Chief Executive Officer, who is the Company's chief operating decision maker. The following table sets forth the Company's total revenue by geographic area based on the customers' location (in thousands):

	Years Ended January 31,		
	2018	2017	2016
Americas	\$ 104,446	\$ 69,068	\$ 45,231
Europe	43,668	29,139	17,685
Asia Pacific	6,405	3,151	2,355
Total	<u>\$ 154,519</u>	<u>\$ 101,358</u>	<u>\$ 65,271</u>

Customers located in the United States accounted for 64%, 65% and 69% of total revenue for the years ended January 31, 2018, 2017 and 2016, respectively. Customers located in the United Kingdom accounted for 11% and 11% of total revenue for the years ended January 31, 2018 and 2017, respectively. No other country accounted for 10% or more of revenue for the periods presented.

MONGODDB, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

As of January 31, 2018 and 2017, substantially all of the Company's long-lived assets were located in the United States.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

ITEM 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act that are designed to ensure that information required to be disclosed by a 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 the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of January 31, 2018. Based on the evaluation of our disclosure controls and procedures as of January 31, 2018, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Report on Internal Control over Financial Reporting

This Form 10-K does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of our independent registered public accounting firm due to a transition period established by the rules of the SEC for newly public companies.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the fiscal quarter ended January 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this Item (other than the information set forth in the next paragraph in this Item) will be included in the 2018 Proxy Statement to be filed with the SEC within 120 days after the end of our fiscal year ended January 31, 2018, and is incorporated herein by reference.

We have adopted a Code of Business Conduct and Ethics (the “Code of Conduct”), applicable to all of our employees, executive officers and directors. The Code of Conduct is available on our website at investors.mongoddb.com. The nominating and corporate governance committee of our board of directors is responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers and directors. We expect that any amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed on our website, as required by applicable law or the listing standards of The Nasdaq Global Market. The inclusion of our website address in this Form 10-K does not include or incorporate by reference into this Form 10-K the information on or accessible through our website.

Item 11. Executive Compensation

The information required by this Item will be included in the 2018 Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item will be included in the 2018 Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item will be included in the 2018 Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information required by this Item will be included in the 2018 Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) Documents filed as part of this report

(1) All financial statements

Index to Consolidated Financial Statements	Page
Report of Independent Registered Public Accounting Firm	60
Financial Statements:	
Consolidated Balance Sheets as of January 31, 2018 and 2017	61
Consolidated Statements of Operations for the years ended January 31, 2018, 2017 and 2016	62
Consolidated Statements of Comprehensive Loss for the years ended January 31, 2018, 2017 and 2016	63
Consolidated Statement of Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit) for the years ended January 31, 2018 and 2017	64
Consolidated Statements of Cash Flows for years ended January 31, 2018, 2017 and 2016	65
Notes to Consolidated Financial Statements	67

(2) Financial Statement Schedules

Schedule II: Valuation and Qualifying Accounts

The table below details the activity of the allowance for doubtful accounts for the years ended January 31, 2018, 2017 and 2016 (in thousands):

	Balance at Beginning of Year	Additions	Usage (Deductions)	Balance at End of Year
Year ended January 31, 2018				
Allowance for doubtful accounts	\$ 958	\$ 1,417	\$ (1,137)	\$ 1,238
Deferred tax asset valuation allowance	94,465	—	(5,129)	89,336
Year ended January 31, 2017				
Allowance for doubtful accounts	\$ 669	\$ 621	\$ (332)	\$ 958
Deferred tax asset valuation allowance	68,692	25,773	—	94,465
Year ended January 31, 2016				
Allowance for doubtful accounts	\$ 331	\$ 570	\$ (232)	\$ 669
Deferred tax asset valuation allowance	51,467	17,225	—	68,692

All other financial statement schedules have been omitted, since the required information is not applicable or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements and notes thereto included in this Form 10-K.

(3) Exhibits

Exhibit Number	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of Registrant	8-K	001-38240	3.1	10/25/17	
3.2	Amended and Restated Bylaws of Registrant	S-1	333-220557	3.4	9/21/17	
4.1	Form of Class A common stock certificate of Registrant	S-1/A	333-220557	4.1	10/6/17	

Exhibit Number	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
4.2	Fifth Amended and Restated Investors' Rights Agreement by and among the Registrant and certain of its stockholders, dated October 2, 2013	S-1	333-220557	4.1	9/21/17	
10.1#	2008 Stock Incentive Plan and Forms of Option Agreement and Exercise Notice thereunder, as amended to date	S-1	333-220557	10.1	9/21/17	
10.2#	Amended and Restated 2016 Equity Incentive Plan and Forms of Stock Option Agreement, Notice of Exercise, Stock Option Grant Notice and Restricted Stock Unit Award Agreement thereunder	S-1/A	333-220557	10.2	10/6/17	
10.3#	Forms of Restricted Stock Award Grant Notice and Restricted Stock Award Agreement under the Amended and Restated 2016 Equity Incentive Plan					x
10.4#	2016 China Stock Appreciation Rights Plan and Form of China Stock Appreciation Rights Award Agreement	S-1/A	333-220557	10.3	10/6/17	
10.5#	2017 Employee Stock Purchase Plan	S-1/A	333-220557	10.4	10/6/17	
10.6#	Form of Indemnification Agreement by and between the Registrant and each of its directors and executive officers	S-1	333-220557	10.5	9/21/17	
10.7#	Amended and Restated Offer Letter, dated September 29, 2017, by and between the Registrant and Dev Ittycheria	S-1/A	333-220557	10.6	10/6/17	
10.8#	Amended and Restated Offer Letter, dated September 29, 2017, by and between the Registrant and Carlos Delatorre	S-1/A	333-220557	10.7	10/6/17	
10.9#	Amended and Restated Offer Letter, dated September 29, 2017, by and between the Registrant and Michael Gordon	S-1/A	333-220557	10.8	10/6/17	
10.10#	Offer Letter, dated September 29, 2017, by and between Registrant and Eliot Horowitz	S-1/A	333-220557	10.9	10/6/17	
10.11#	Amended and Restated Offer Letter, dated September 29, 2017, by and between Registrant and Meagen Eisenberg	S-1/A	333-220557	10.10	10/6/17	
10.12	Lease, between PGREF I 1633 Broadway Tower, L.P. and MongoDB, Inc., dated December 14, 2017					x
21.1	Subsidiaries of the Registrant					x
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm					x
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					x
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					x
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					x

Exhibit Number	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					x
101.INS	XBRL Instance Document					
101.SCH	XBRL Taxonomy Extension Schema Document					
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					

Indicates management contract or compensatory plan.

* This certification is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

MONGODB, INC.

Date: March 30, 2018

By: /s/ Dev Ittycheria

Name: Dev Ittycheria

Title: President, Chief Executive Officer and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Dev Ittycheria</u> Dev Ittycheria	President, Chief Executive Officer and Director (Principal Executive Officer)	March 30, 2018
<u>/s/ Michael Gordon</u> Michael Gordon	Chief Financial Officer (Principal Financial Officer)	March 30, 2018
<u>/s/ Thomas Bull</u> Thomas Bull	Corporate Controller (Principal Accounting Officer)	March 30, 2018
<u>/s/ Kevin P. Ryan</u> Kevin P. Ryan	Director	March 30, 2018
<u>/s/ Roelof Botha</u> Roelof Botha	Director	March 30, 2018
<u>/s/ Hope Cochran</u> Hope Cochran	Director	March 30, 2018
<u>/s/ Charles M. Hazard, Jr.</u> Charles M. Hazard, Jr.	Director	March 30, 2018
<u>/s/ Eliot Horowitz</u> Eliot Horowitz	Director	March 30, 2018
<u>/s/ Tom Killalea</u> Tom Killalea	Director	March 30, 2018
<u>/s/ John McMahon</u> John McMahon	Director	March 30, 2018

**MONGODB, INC.
RESTRICTED STOCK AWARD GRANT NOTICE
(2016 EQUITY INCENTIVE PLAN)**

MongoDB, Inc. (the “**Company**”), pursuant to its 2016 Equity Incentive Plan (the “**Plan**”), hereby awards to Participant, in consideration of Participant’s services to the Company, a restricted stock award covering the number of shares of the Company’s Common Stock set forth below. The restricted stock award and the shares of Common Stock awarded hereunder are subject to all of the terms, conditions and restrictions as set forth herein, in the Restricted Stock Award Agreement and the Plan, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Restricted Stock Award Agreement will have the same definitions as in the Plan or the Restricted Stock Award Agreement, as applicable. If there is any conflict between the terms herein and the Plan, the terms of the Plan will control.

Participant: ____
Date of Grant: ____
Number of Shares Subject to Award: ____
Consideration: Participant’s services

Vesting Schedule: [Fully vested upon date of grant.]

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Restricted Stock Award Grant Notice, the Restricted Stock Award Agreement and the Plan. Participant acknowledges and agrees that this Restricted Stock Award Grant Notice and the Restricted Stock Award Agreement may not be modified, amended or revised except as provided therein or in the Plan. Participant further acknowledges that as of the Date of Grant, this Restricted Stock Award Grant Notice, the Restricted Stock Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of stock pursuant to the Award and supersede all prior oral and written agreements, promises and/or representations on that subject with the exception, if applicable, of (i) equity awards previously granted and delivered to Participant, and (ii) any compensation recovery policy that is or may be adopted by the Company or is otherwise required by applicable law.

By accepting this restricted stock award, Participant consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system to the extent established and maintained by the Company or another third party designated by the Company.

MONGODB, INC.

PARTICIPANT:

By: _____
Signature
Title: _____
Date: _____

Signature
Date: _____

ATTACHMENTS:

- Attachment I: Restricted Stock Award Agreement
- Attachment II: 2016 Equity Incentive Plan

ATTACHMENT I

RESTRICTED STOCK AWARD AGREEMENT

Pursuant to the Restricted Stock Award Grant Notice (the “*Grant Notice*”) and this Restricted Stock Award Agreement (the “*Agreement*”) and together with the Grant Notice, the “*Award*”) and its 2016 Equity Incentive Plan (as amended from time-to-time, the “*Plan*”), MongoDB, Inc. (the “*Company*”) has awarded you, in exchange for your services to the Company, the number of shares of the Company’s Common Stock subject to the Award as indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Plan will have the same definitions as in the Plan. If there is any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control.

The details of your Award, in addition to those set forth in the Grant Notice and the Plan, are as follows:

1. NUMBER OF SHARES. The number of shares and/or class of securities subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan.

2. SECURITIES LAW COMPLIANCE. You may not be issued any Common Stock under your Award unless the shares of Common Stock underlying the Restricted Stock Units are either (i) then registered under the Securities Act, or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you will not receive such Common Stock if the Company determines that such receipt would not be in material compliance with such laws and regulations.

3. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award will obligate the Company or an Affiliate, their respective stockholders, boards of directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

4. WITHHOLDING OBLIGATIONS.

(a) At the time your Award is made, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with your Award (the “*Withholding Taxes*”). The Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your Award by any of the following means or by a combination of such means: (i) withholding from any amounts otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award with a Fair Market Value equal to the amount of such Withholding Taxes or (iv) permitting or requiring you to enter into a “same day sale” commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a “*FINRA Dealer*”) whereby you irrevocably elect to sell a portion of the shares subject to your Award to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company and/or its Affiliates; *provided, however*, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Company’s Compensation Committee.

(b) Unless the tax withholding obligations of the Company and any Affiliate are satisfied, the Company will have no obligation to issue a certificate for such shares, delivery of such shares and/or release such shares from any escrow (as applicable) provided for in this Agreement.

(c) Depending on the withholding method, the Company and/or an Affiliate may withhold or account for Withholding Taxes by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case you may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. In the event it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

5. **TAX CONSEQUENCES.** The Company has no duty or obligation to minimize the tax consequences to you of this Award and shall not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by signing the Grant Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. You agree to review with your own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. You will rely solely on such advisors and not on any statements or representations of the Company or any of its agents. You understand that Section 83 of the Code taxes as ordinary income to you the fair market value of the shares of Common Stock issued to you pursuant to the Award as of the date of grant.

6. **MARKET STAND-OFF AGREEMENT.** By accepting your Award, you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "**Lock-Up Period**"). You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 6. The underwriters of the Company's stock are intended third party beneficiaries of this Section 6 and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

7. **NOTICES.** Any notices provided for in your Award or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the U.S. mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

8. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan will control. In addition, your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

9. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company’s policy permitting certain individuals to sell shares only during certain “window” periods and the Company’s insider trading policy, in effect from time to time.

10. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this Award will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company’s or any Affiliate’s employee benefit plans.

11. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Award or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

12. NO ADVICE REGARDING GRANT. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of stock. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

13. ELECTRONIC DELIVERY AND ACCEPTANCE. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and that such online or electronic participation shall have the same force and effect as documentation executed in written form.

14. CHOICE OF LAW. The interpretation, performance and enforcement of this Agreement will be governed by the law of the State of Delaware without regard to that state’s conflict of laws rules.

15. MISCELLANEOUS.

(a) The rights and obligations of the Company under your Award are transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by the Company’s successors and assigns. Your rights and obligations

under your Award may only be assigned with the prior written consent of the Company and subject to the terms and conditions of this Agreement and the Plan.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and assets of the Company.

* * *

This Restricted Stock Award Agreement will be deemed to be signed by the Company and Participant upon the signing or electronic acceptance by Participant of the Restricted Stock Award Grant Notice to which it is attached.

ATTACHMENT II

2016 EQUITY INCENTIVE PLAN

MONGODB, INC.

2016 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: DECEMBER 7, 2016

APPROVED BY THE STOCKHOLDERS: JANUARY 27, 2017

AMENDED AND RESTATED BY THE BOARD OF DIRECTORS: OCTOBER 4, 2017

APPROVED BY THE STOCKHOLDERS: OCTOBER 5, 2017

EFFECTIVE DATE OF AMENDMENT AND RESTATEMENT: OCTOBER 18, 2017

1. GENERAL.

(a) **Successor to and Continuation of Prior Plan.**

(i) The Restated Plan is intended as the successor to and continuation of the MongoDB, Inc. (f/k/a 10Gen, Inc.) 2008 Stock Incentive Plan, as amended (the "**Prior Plan**"). From and after 12:01 a.m. Pacific time on the Effective Date, no additional stock awards will be granted under the Prior Plan. All Awards granted on or after 12:01 a.m. Pacific Time on the Effective Date will be granted under this Restated Plan. All stock awards granted under the Prior Plan remain subject to the terms of the Prior Plan.

(ii) From and after 12:01 a.m. Pacific time on the Effective Date, a number of shares of Common Stock equal to the total number of shares of Class A Common Stock subject, at such time, to outstanding stock awards granted under the Prior Plan that (A) expire or terminate for any reason prior to exercise or settlement; (B) are forfeited or reacquired because of the failure to meet a contingency or condition required to vest such shares or are repurchased at the original issuance price; or (C) are otherwise reacquired or withheld (or not issued) to satisfy the purchase or exercise price or tax withholding obligation in connection with an award (the "**Returning Shares**") will immediately be added to the Share Reserve (as further described in Section 3(a) below) as and when such shares become Returning Shares (up to the maximum number set forth in Section 3(a)), and become available for issuance pursuant to Stock Awards granted hereunder.

(b) **Eligible Award Recipients.** Employees, Directors and Consultants are eligible to receive Awards under the terms of the Restated Plan.

(c) **Available Awards.** The Restated Plan provides for the grant of the following types of Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Stock Appreciation Rights, (iv) Restricted Stock Awards, (v) Restricted Stock Unit Awards, (vi) Performance Stock Awards, (vii) Performance Cash Awards, and (viii) Other Stock Awards.

(d) **Purpose.** The Restated Plan, through the granting of Awards, is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and provide a means by which the eligible recipients may benefit from increases in value of the Common Stock.

2. ADMINISTRATION.

(a) **Administration by Board.** The Board will administer the Restated Plan. The Board may delegate administration of the Restated Plan to a Committee or Committees, as provided in Section 2(c).

(b) Powers of Board. The Board will have the power, subject to, and within the limitations of, the express provisions of the Restated Plan:

(i) To determine (A) who will be granted Awards; (B) when and how each Award will be granted; (C) what type of Award will be granted; (D) the provisions of each Award (which need not be identical), including when a person will be permitted to exercise or otherwise receive cash or Common Stock under the Award; (E) the number of shares of Common Stock subject to, or the cash value of, an Award; and (F) the Fair Market Value applicable to a Stock Award.

(ii) To construe and interpret the Restated Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for administration of the Restated Plan and Awards. The Board, in the exercise of these powers, may correct any defect, omission or inconsistency in the Restated Plan or in any Award Agreement or in the written terms of a Performance Cash Award, in a manner and to the extent it will deem necessary or expedient to make the Restated Plan or Award fully effective.

(iii) To settle all controversies regarding the Restated Plan and Awards granted under it.

(iv) To accelerate, in whole or in part, the time at which an Award may be exercised or vest (or the time at which cash or shares of Common Stock may be issued).

(v) To suspend or terminate the Restated Plan at any time. Except as otherwise provided in the Restated Plan or an Award Agreement, suspension or termination of the Restated Plan will not impair a Participant's rights under the Participant's then-outstanding Award without the Participant's written consent except as provided in subsection (viii) below.

(vi) To amend the Restated Plan in any respect the Board deems necessary or advisable, including, without limitation, by adopting amendments relating to Incentive Stock Options and certain nonqualified deferred compensation under Section 409A of the Code and/or bringing the Restated Plan or Awards granted under the Restated Plan into compliance with the requirements for Incentive Stock Options or ensuring that they are exempt from or compliant with the requirements for nonqualified deferred compensation under Section 409A of the Code, subject to the limitations, if any, of applicable law. If required by applicable law or listing requirements, and except as provided in Section 9(a) relating to Capitalization Adjustments, the Company will seek stockholder approval of any amendment of the Restated Plan that (A) materially increases the number of shares of Common Stock available for issuance under the Restated Plan, (B) materially expands the class of individuals eligible to receive Awards under the Restated Plan, (C) materially increases the benefits accruing to Participants under the Restated Plan, (D) materially reduces the price at which shares of Common Stock may be issued or purchased under the Restated Plan, (E) materially extends the term of the Restated Plan, or (F) materially expands the types of Awards available for issuance under the Restated Plan. Except as otherwise provided in the Restated Plan (including subsection (viii) below) or an Award Agreement, no amendment of the Restated Plan will materially impair a Participant's rights under an outstanding Award without the Participant's written consent.

(vii) To submit any amendment to the Restated Plan for stockholder approval, including, but not limited to, amendments to the Restated Plan intended to satisfy the requirements of (A) Section 162(m) of the Code regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to Covered Employees, (B) Section 422 of the Code regarding Incentive Stock Options, or (C) Rule 16b-3.

(viii) To approve forms of Award Agreements for use under the Restated Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Restated Plan that are not subject to Board discretion; *provided however*, that a Participant's rights under any Award will not be impaired by any such amendment unless (A) the Company requests the consent of the affected Participant, and (B) such Participant consents in writing. Notwithstanding the foregoing, (1) a Participant's rights will not be deemed to have been impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights, and (2) subject to the limitations of applicable law, if any, the Board may amend the terms of any one or more Awards without the affected Participant's consent (A) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (B) to change the terms of an Incentive Stock Option, if such change results in impairment of the Award solely because it impairs the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (C) to clarify the manner of exemption from, or to bring the Award into compliance with, Section 409A of the Code; or (D) to comply with other applicable laws or listing requirements.

(ix) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Restated Plan and/or Award Agreements.

(x) To adopt such rules, procedures and sub-plans as are necessary or appropriate to permit participation in the Restated Plan by Employees, Directors or Consultants who are foreign nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Restated Plan or any Award Agreement that are made to ensure or facilitate compliance with the laws or regulations of the relevant foreign jurisdiction).

(xi) To effect, with the consent of any adversely affected Participant, (A) the reduction of the exercise, purchase or strike price of any outstanding Stock Award; (B) the cancellation of any outstanding Stock Award and the grant in substitution therefor of a new (1) Option or SAR, (2) Restricted Stock Award, (3) Restricted Stock Unit Award, (4) Other Stock Award, (5) cash and/or (6) other valuable consideration determined by the Board, in its sole discretion, with any such substituted award (x) covering the same or a different number of shares of Common Stock as the cancelled Stock Award and (y) granted under the Restated Plan or another equity or compensatory plan of the Company; or (C) any other action that is treated as a repricing under generally accepted accounting principles.

(c) Delegation to Committee.

(i) General. The Board may delegate some or all of the administration of the Restated Plan to a Committee or Committees. If administration of the Restated Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Restated Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Restated Plan to the Board will thereafter be to the Committee or subcommittee, as applicable). Any delegation of administrative powers will be reflected in resolutions, not inconsistent with the provisions of the Restated Plan, adopted from time to time by the Board or Committee (as applicable). The Board may retain the authority to concurrently administer the Restated Plan with the Committee and may, at any time, revert in the Board some or all of the powers previously delegated.

(ii) Section 162(m) and Rule 16b-3 Compliance. The Committee may consist solely of two or more Outside Directors, in accordance with Section 162(m) of the Code, or solely of two or more Non-Employee Directors, in accordance with Rule 16b-3.

(d) Delegation to an Officer. The Board may delegate to one (1) or more Officers the authority to do one or both of the following: (i) designate Employees who are not Officers or Directors to be recipients of Options and SARs (and, to the extent permitted by applicable law, other Stock Awards) and, to the extent permitted by applicable law, the terms of such Stock Awards, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Employees; provided, however, that the Board resolutions regarding such delegation will specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Any such Stock Awards will be granted on the form of Stock Award Agreement most recently approved for use by the Committee or the Board, unless otherwise provided in the resolutions approving the delegation authority. The Board may not delegate authority to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) to determine the Fair Market Value pursuant to Section 13(s)(iii) below.

(e) Effect of Board's Decision. All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. SHARES SUBJECT TO THE RESTATED PLAN.

(a) Share Reserve.

(i) Subject to Section 9(a) relating to Capitalization Adjustments and subsection (ii) below regarding the annual increase, the aggregate number of shares of Common Stock that may be issued pursuant to Stock Awards from and after the Effective Date will not exceed 17,436,415 shares, which number is the sum of (A) 7,922,195 shares, and (B) the Returning Shares, if any, which become available for grant under this Restated Plan from time to time, in an aggregate amount not to exceed 9,514,220 (such aggregate number of shares described in (A) and (B) above, (the "*Share Reserve*").

(ii) The Share Reserve will automatically increase on the first day of each fiscal year, for a period of not more than ten years, commencing on February 1 in the calendar year following the calendar year in which the Restatement Date occurs and ending on and including February 1, 2027, in an amount equal to 5% of the total number of shares of Capital Stock outstanding on the last day of the fiscal year prior to the date of such automatic increase. Notwithstanding the foregoing, the Board may act prior to the first day of a given fiscal year to provide that there will be no increase in the Share Reserve for such year or that the increase in the Share Reserve for such year will be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence.

(iii) For clarity, the Share Reserve in this Section 3(a) is a limitation on the number of shares of Common Stock that may be issued pursuant to the Restated Plan. Accordingly, this Section 3(a) does not limit the granting of Stock Awards except as provided in Section 7(a).

(iv) Shares may be issued under the terms of the Restated Plan in connection with a merger or acquisition as permitted by NASDAQ Listing Rule 5635(c), or, if applicable, NYSE Listed Company Manual Section 303A.08, AMEX Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of shares available for issuance under the Restated Plan.

(b) Reversion of Shares to the Share Reserve. If a Stock Award or any portion thereof (i) expires or otherwise terminates without all of the shares covered by such Stock Award having been issued or (ii) is settled in cash (*i.e.*, the Participant receives cash rather than stock), such expiration, termination or settlement will not reduce (or otherwise offset) the number of shares of Common Stock that may be available for issuance under the Restated Plan. If any shares of Common Stock issued pursuant to a Stock Award are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required to vest such shares in the Participant, then the shares that are forfeited or repurchased will revert to and again become available for issuance under the Restated Plan. Any shares reacquired by the Company in satisfaction of tax withholding obligations on a Stock Award or as consideration for the exercise or purchase price of a Stock Award will again become available for issuance under the Restated Plan.

(c) Incentive Stock Option Limit. Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options will be three (3) times the Share Reserve.

(d) Section 162(m) Limitations. Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, at such time as the Company may be subject to the applicable provisions of Section 162(m) of the Code, the following limitations will apply.

(i) A maximum of 2,250,000 shares of Common Stock subject to Options, SARs and Other Stock Awards whose value is determined by reference to an increase over an exercise or strike price of at least one hundred percent (100%) of the Fair Market Value on the date any such Stock Award is granted may be granted to any Participant during any one calendar year. Notwithstanding the foregoing, if any additional Options, SARs or Other Stock Awards whose value is determined by reference to an increase over an exercise or strike price of at least one hundred percent (100%) of the Fair Market Value on the date the Stock Award are granted to any Participant during any fiscal year, compensation attributable to the exercise of such additional Stock Awards will not satisfy the requirements to be considered “qualified performance-based compensation” under Section 162(m) of the Code unless such additional Stock Award is approved by the Company’s stockholders.

(ii) A maximum of 2,250,000 shares of Common Stock subject to Performance Stock Awards may be granted to any one Participant during any one calendar year (whether the grant, vesting or exercise is contingent upon the attainment during the Performance Period of the Performance Goals).

(iii) A maximum of \$3,000,000 may be granted as a Performance Cash Award to any one Participant during any one calendar year.

(e) Limitation on Grants to Non-Employee Directors. The maximum number of shares of Common Stock subject to Stock Awards granted under the Restated Plan or otherwise during any one fiscal year to any Non-Employee Director, taken together with any cash fees paid by the Company to such Non-Employee Director during such fiscal year for service on the Board, will not exceed \$1,000,000 in total value (calculating the value of any such Stock Awards based on the grant date fair value of such Stock Awards for financial reporting purposes).

(f) Source of Shares. The stock issuable under the Restated Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

4. ELIGIBILITY FOR STOCK AWARDS.

(a) Eligibility for Specific Stock Awards. Incentive Stock Options may be granted only to employees of the Company or a “parent corporation” or “subsidiary corporation” thereof (as such terms are defined in Sections 424(e) and 424(f) of the Code). Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants; *provided, however*, that Stock Awards may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any “parent” of the Company, as such term is defined in Rule 405, unless (i) the stock underlying such Stock Awards is treated as “service recipient stock” under Section 409A of the Code (for example, because the Stock Awards are granted pursuant to a corporate transaction such as a spin off transaction), or (ii) the Company, in consultation with its legal counsel, has determined that such Stock Awards are otherwise exempt from or alternatively comply with the distribution requirements of Section 409A of the Code.

(b) Ten Percent Stockholders. A Ten Percent Stockholder will not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value on the date of grant and the Option is not exercisable after the expiration of five (5) years from the date of grant.

5. PROVISIONS RELATING TO OPTIONS AND STOCK APPRECIATION RIGHTS.

Each Option or SAR will be in such form and will contain such terms and conditions as the Board deems appropriate. All Options will be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all of the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Stock Option. The provisions of separate Options or SARs need not be identical; *provided, however*, that each Stock Award Agreement will conform to (through incorporation of provisions hereof by reference in the applicable Stock Award Agreement or otherwise) the substance of each of the following provisions:

(a) Term. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option or SAR will be exercisable after the expiration of ten (10) years from the date of its grant or such shorter period specified in the Stock Award Agreement.

(b) Exercise Price. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, the exercise or strike price of each Option or SAR will be not less than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option or SAR on the date the Stock Award is granted. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Stock Award if such Stock Award is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a corporate transaction and in a manner consistent with the provisions of Section 409A of the Code and, if applicable, Section 424(a) of the Code. Each SAR will be denominated in shares of Common Stock equivalents.

(c) Purchase Price for Options. The purchase price of Common Stock acquired pursuant to the exercise of an Option may be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board will have the authority to grant Options that do not permit all of the following methods of payment (or otherwise

restrict the ability to use certain methods) and to grant Options that require the consent of the Company to use a particular method of payment. The permitted methods of payment are as follows:

(i) by cash, check, bank draft, wire transfer, or money order payable to the Company;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;

(iv) if an Option is a Nonstatutory Stock Option, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; provided, however, that the Company will accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued. Shares of Common Stock will no longer be subject to an Option and will not be exercisable thereafter to the extent that (A) shares issuable upon exercise are used to pay the exercise price pursuant to the “net exercise,” (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations; or

(v) in any other form of legal consideration that may be acceptable to the Board and specified in the applicable Stock Award Agreement.

(d) Exercise and Payment of a SAR. To exercise any outstanding SAR, the Participant must provide written notice of exercise to the Company in compliance with the provisions of the Stock Appreciation Right Agreement evidencing such SAR. The appreciation distribution payable on the exercise of a SAR will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the SAR) of a number of shares of Common Stock equal to the number of Common Stock equivalents in which the Participant is vested under such SAR, and with respect to which the Participant is exercising the SAR on such date, over (B) the aggregate strike price of the number of Common Stock equivalents with respect to which the Participant is exercising the SAR on such date. The appreciation distribution may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Stock Appreciation Right Agreement evidencing such SAR.

(e) Transferability of Options and SARs. The Board may, in its sole discretion, impose such limitations on the transferability of Options and SARs as the Board will determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options and SARs will apply:

(i) **Restrictions on Transfer.** An Option or SAR will not be transferable except by will or by the laws of descent and distribution (or pursuant to subsections (ii) and (iii) below), and will be exercisable during the lifetime of the Participant only by the Participant. The Board may permit transfer of the Option or SAR in a manner that is not prohibited by applicable tax and securities laws. Except as explicitly provided in the Restated Plan, neither an Option nor a SAR may be transferred for consideration.

(ii) Domestic Relations Orders. Subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation Section 1.421-1(b)(2) or comparable local law. If an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) Beneficiary Designation. Subject to the approval of the Board or a duly authorized Officer, a Participant may, by delivering written notice to the Company, in a form approved by the Company (or the designated broker), designate a third party who, upon the death of the Participant, will thereafter be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, upon the death of the Participant, the executor or administrator of the Participant's estate will be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. However, the Company may prohibit designation of a beneficiary at any time, including due to any conclusion by the Company that such designation would be inconsistent with the provisions of applicable laws.

(f) Vesting Generally. The total number of shares of Common Stock subject to an Option or SAR may vest and become exercisable in periodic installments that may or may not be equal. The Option or SAR may be subject to such other terms and conditions on the time or times when it may or may not be exercised (which may be based on the satisfaction of performance goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options or SARs may vary. The provisions of this Section 5(f) are subject to any Option or SAR provisions governing the minimum number of shares of Common Stock as to which an Option or SAR may be exercised.

(g) Termination of Continuous Service. Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates (other than for Cause and other than upon the Participant's death or Disability), the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Stock Award as of the date of termination of Continuous Service) within the period of time ending on the earlier of (i) the date three (3) months following the termination of the Participant's Continuous Service (or such longer or shorter period specified in the applicable Stock Award Agreement, which period will not be less than thirty (30) days if necessary to comply with applicable laws unless such termination is for Cause) and (ii) the expiration of the term of the Option or SAR as set forth in the Stock Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the applicable time frame, the Option or SAR (as applicable) will terminate.

(h) Extension of Termination Date. Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if the exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause and other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option or SAR will terminate on the earlier of (i) the expiration of a total period of time (that need not be consecutive) equal to the applicable post termination exercise period after the termination of the Participant's Continuous Service during which the exercise of the Option or SAR would not be in violation of such registration requirements, or (ii) the expiration of the term of the Option or SAR as set forth in the applicable Stock Award Agreement. In addition, unless otherwise provided in a Participant's Stock Award Agreement, if the sale of any Common Stock received upon exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause) would violate the Company's insider trading policy, then the Option or SAR will terminate on the earlier of (i) the expiration of a period of months (that

need not be consecutive) equal to the applicable post-termination exercise period after the termination of the Participant's Continuous Service during which the sale of the Common Stock received upon exercise of the Option or SAR would not be in violation of the Company's insider trading policy, or (ii) the expiration of the term of the Option or SAR as set forth in the applicable Stock Award Agreement.

(i) Disability of Participant. Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Option or SAR as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date twelve (12) months following such termination of Continuous Service (or such longer or shorter period specified in the Stock Award Agreement), and (ii) the expiration of the term of the Option or SAR as set forth in the Stock Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the applicable time frame, the Option or SAR (as applicable) will terminate.

(j) Death of Participant. Except as otherwise provided in the applicable Stock Award Agreement or other agreement between the Participant and the Company, if (i) a Participant's Continuous Service terminates as a result of the Participant's death, or (ii) the Participant dies within the period (if any) specified in the Stock Award Agreement for exercisability after the termination of the Participant's Continuous Service (for a reason other than death), then the Option or SAR may be exercised (to the extent the Participant was entitled to exercise such Option or SAR as of the date of death) by the Participant's estate, by a person who acquired the right to exercise the Option or SAR by bequest or inheritance or by a person designated to exercise the Option or SAR upon the Participant's death, but only within the period ending on the earlier of (i) the date twelve (12) months following the date of death (or such longer or shorter period specified in the Stock Award Agreement), and (ii) the expiration of the term of such Option or SAR as set forth in the Stock Award Agreement. If, after the Participant's death, the Option or SAR is not exercised within the applicable time frame, the Option or SAR (as applicable) will terminate.

(k) Termination for Cause. Except as explicitly provided otherwise in a Participant's Stock Award Agreement or other individual written agreement between the Company or any Affiliate and the Participant, if a Participant's Continuous Service is terminated for Cause, the Option or SAR will terminate immediately upon such Participant's termination of Continuous Service, and the Participant will be prohibited from exercising his or her Option or SAR from and after the time of such termination of Continuous Service.

(l) Non-Exempt Employees. If an Option or SAR is granted to an Employee who is a non-exempt employee for purposes of the U.S. Fair Labor Standards Act of 1938, as amended, the Option or SAR will not be first exercisable for any shares of Common Stock until at least six (6) months following the date of grant of the Option or SAR (although the Stock Award may vest prior to such date). Consistent with the provisions of the U.S. Worker Economic Opportunity Act, (i) if such non-exempt Employee dies or suffers a Disability, (ii) upon a Corporate Transaction in which such Option or SAR is not assumed, continued, or substituted, (iii) upon a Change in Control, or (iv) upon the Participant's retirement (as such term may be defined in the Participant's Stock Award Agreement, in another agreement between the Participant and the Company, or, if no such definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Options and SARs may be exercised earlier than six (6) months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay. To the extent permitted and/or required for compliance with the Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee in connection with the exercise,

vesting or issuance of any shares under any other Stock Award will be exempt from the employee's regular rate of pay, the provisions of this Section 5(l) will apply to all Stock Awards and are hereby incorporated by reference into such Stock Award Agreements.

(m) Early Exercise of Options. An Option may include a provision whereby the Optionholder may elect at any time before the Optionholder's Continuous Service terminates to exercise the Option as to any part or all of the shares of Common Stock subject to the Option prior to the full vesting of the Option. Any unvested shares of Common Stock so purchased may be subject to a repurchase right in favor of the Company or to any other restriction the Board determines to be appropriate.

6. PROVISIONS OF STOCK AWARDS OTHER THAN OPTIONS AND SARS.

(a) Restricted Stock Awards. Each Restricted Stock Award Agreement will be in such form and will contain such terms and conditions as the Board deems appropriate. To the extent consistent with the Company's bylaws, at the Board's election, shares of Common Stock underlying a Restricted Stock Award may be (i) held in book entry form subject to the Company's instructions until any restrictions relating to the Restricted Stock Award lapse; or (ii) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical. Each Restricted Stock Award Agreement will conform to (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. A Restricted Stock Award may be awarded in consideration for (A) cash, check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of legal consideration (including future services) that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) Vesting. Shares of Common Stock awarded under the Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board.

(iii) Termination of Participant's Continuous Service. If a Participant's Continuous Service terminates, the Company may receive through a forfeiture condition or a repurchase right, any or all of the shares of Common Stock held by the Participant that have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) Transferability. Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement will be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board will determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

(v) Dividends. A Restricted Stock Award Agreement may provide that any dividends paid on Restricted Stock will be subject to the same vesting and forfeiture restrictions as apply to the shares subject to the Restricted Stock Award to which they relate.

(b) Restricted Stock Unit Awards. Each Restricted Stock Unit Award Agreement will be in such form and will contain such terms and conditions as the Board deems appropriate. The terms and

conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical. Each Restricted Stock Unit Award Agreement will conform to (through incorporation of the provisions hereof by reference in the Restricted Stock Unit Award Agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) Vesting. At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions on or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate.

(iii) Payment. A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(iv) Additional Restrictions. At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(v) Dividend Equivalents. Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Board and contained in the Restricted Stock Unit Award Agreement. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Board. Any additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents will be subject to all of the same terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

(vi) Termination of Participant's Continuous Service. Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant's termination of Continuous Service.

(c) Performance Awards.

(i) Performance Stock Awards. A Performance Stock Award is a Stock Award that is payable (including that may be granted, vest or be exercised) contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Stock Award may, but need not, require the Participant's completion of a specified period of Continuous Service. The length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained will be conclusively determined by the Committee (or, if not required for compliance with Section 162(m) of the Code, the Board), in its sole discretion. In addition, to the extent permitted by applicable law and the applicable Award Agreement, the Board may determine that cash may be used in payment of Performance Stock Awards.

(ii) Performance Cash Awards. A Performance Cash Award is a cash award (for a dollar value not in excess of that set forth in Section 3(d)(iii)) that is payable contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Cash Award may also require the Participant's completion of a specified period of Continuous Service. The length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained will be conclusively determined by the Committee (or, if not required for compliance with Section 162(m) of the Code, the Board), in its sole discretion. The Board may specify the form of payment of Performance Cash Awards, which may be cash or other property, or may provide for a Participant to have the option for his or her Performance Cash Award, or such portion thereof as the Board may specify, to be paid in whole or in part in cash or other property.

(iii) Board Discretion. The Board retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for a Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement as specified in the Stock Award Agreement or the written terms of a Performance Cash Award.

(iv) Section 162(m) Compliance. Unless otherwise permitted in compliance with the requirements of Section 162(m) of the Code with respect to an Award intended to qualify as "performance-based compensation" thereunder, the Committee will establish the Performance Goals applicable to, and the formula for calculating the amount payable under, the Award no later than the earlier of (A) the date ninety (90) days after the commencement of the applicable Performance Period, and (B) the date on which twenty-five percent (25%) of the Performance Period has elapsed, and in any event at a time when the achievement of the applicable Performance Goals remains substantially uncertain. Prior to the payment of any compensation under an Award intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee will certify the extent to which any Performance Goals and any other material terms under such Award have been satisfied (other than in cases where such Performance Goals relate solely to the increase in the value of the Common Stock). Notwithstanding satisfaction of, or completion of any Performance Goals, the number of shares of Common Stock subject to Options, cash or other benefits granted, issued, retainable and/or vested under an Award on account of satisfaction of such Performance Goals may be reduced by the Committee on the basis of such further considerations as the Committee, in its sole discretion, will determine.

(d) Other Stock Awards. Other forms of Stock Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than one hundred percent (100%) of the Fair Market Value of the Common Stock at the time of grant) may be granted either alone or in addition to Stock Awards provided for under Section 5 and the preceding provisions of this Section 6. Subject to the provisions of the Restated Plan, the Board will have sole and complete authority to determine the persons to whom and the time or times at which such Other Stock Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Stock Awards and all other terms and conditions of such Other Stock Awards.

7. COVENANTS OF THE COMPANY.

(a) Availability of Shares. The Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy then-outstanding Stock Awards.

(b) Securities Law Compliance. The Company will seek to obtain from each regulatory commission or agency having jurisdiction over the Restated Plan such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise or vesting of the Stock Awards; *provided, however*, that this undertaking will not require the Company to register under the Securities Act or other applicable law, the Restated Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Restated Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained. A Participant will not be eligible for the grant of a Stock Award or the subsequent issuance of cash or Common Stock pursuant to the Stock Award if such grant or issuance would be in violation of any applicable securities law.

(c) No Obligation to Notify or Minimize Taxes. The Company will have no duty or obligation to any Participant to advise such holder as to the time or manner or tax treatment of exercising such Stock Award. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award.

8. MISCELLANEOUS.

(a) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

(b) Corporate Action Constituting Grant of Stock Awards. Corporate action constituting a grant by the Company of a Stock Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Stock Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement as a result of a clerical error in the papering of the Award Agreement, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement.

(c) Stockholder Rights. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to a Stock Award unless and until (i) such Participant has satisfied all requirements for exercise of, or the issuance of shares of Common Stock under, the Stock Award pursuant to its terms, and (ii) the issuance of the Common Stock subject to the Stock Award has been entered into the books and records of the Company.

(d) No Employment or Other Service Rights. Nothing in the Restated Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or will affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the bylaws of the Company or an Affiliate, and any applicable

provisions of the corporate law of the state or foreign jurisdiction in which the Company or the Affiliate is domiciled or incorporated, as the case may be.

(e) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board has the right in its sole discretion to (x) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (y) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(f) Incentive Stock Option Limitations. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds one hundred thousand dollars (U.S. \$100,000) (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(g) Investment Assurances. The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Stock Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that such Participant is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Stock Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, will be inoperative if (A) the issuance of the shares upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act, or (B) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Restated Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(h) Withholding Obligations. Unless prohibited by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any federal, state or local tax withholding obligation relating to an Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Stock Award; *provided, however*, that (A) no shares of Common Stock are withheld with a Fair Market Value exceeding the maximum amount of tax that may be required to be withheld by law (or such other amount as may be permitted while still avoiding classification of the Stock Award as a liability for financial accounting purposes), and (B) with respect to an

Award held by any Participant who is subject to the filing requirements of Section 16 of the Exchange Act, any such share withholding must be specifically approved by the Committee as the applicable method that must be used to satisfy the tax withholding obligation or such share withholding procedure must otherwise satisfy the requirements for an exempt transaction under Section 16(b) of the Exchange Act); (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; (v) by means of a “cashless exercise” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board, or (vi) by such other method as may be set forth in the Award Agreement.

(i) Electronic Delivery. Any reference herein to a “written” agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company’s intranet (or other shared electronic medium controlled by the Company to which the Participant has access).

(j) Deferrals. To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Stock Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. It is intended that deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company. The Board is authorized to make deferrals of Stock Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant’s termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Restated Plan and in accordance with applicable law.

(k) Compliance with Section 409A of the Code. Unless otherwise expressly provided for in an Award Agreement, the Restated Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Restated Plan and the Awards granted hereunder exempt from Section 409A of the Code, and, to the extent not so exempt, in compliance with Section 409A of the Code. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A of the Code, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Restated Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes “deferred compensation” under Section 409A of the Code is a “specified employee” for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six months following the date of such Participant’s “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule.

(l) Clawback/Recovery. All Awards granted under the Restated Plan will be subject to recoupment in accordance with any clawback policy that the Company is required or elects to adopt pursuant to the listing standards of any national securities exchange or association on which the Company’s securities are listed or as is otherwise required by the U.S. Dodd-Frank Wall Street Reform and Consumer Protection

Act or other applicable law or otherwise. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of an event constituting Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for “good reason” or “constructive termination” (or similar term) under any agreement with the Company.

9. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Restated Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 3(c), (iii) the class(es) and maximum number of securities that may be awarded to any person pursuant to Section 3(d), and (iv) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board will make such adjustments, and its determination will be final, binding and conclusive.

(b) Dissolution. Except as otherwise provided in the Stock Award Agreement, in the event of a Dissolution of the Company, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or not subject to the Company’s right of repurchase) will terminate immediately prior to the completion of such Dissolution, and the shares of Common Stock subject to the Company’s repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Stock Award is providing Continuous Service, *provided, however*, that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously expired or terminated) before the Dissolution is completed but contingent on its completion.

(c) Transactions. The following provisions will apply to Stock Awards in the event of a Transaction unless otherwise provided in the Stock Award Agreement or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of a Stock Award. In the event of a Transaction, then, notwithstanding any other provision of the Restated Plan, the Board may take one or more of the following actions with respect to Stock Awards, contingent upon the closing or completion of the Transaction:

(i) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation’s parent company) to assume or continue the Stock Award or to substitute a similar stock award for the Stock Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Transaction);

(ii) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to the Stock Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation’s parent company);

(iii) accelerate the vesting, in whole or in part, of the Stock Award (and, if applicable, the time at which the Stock Award may be exercised) to a date prior to the effective time of such Transaction as the Board determines (or, if the Board does not determine such a date, to the date that is five (5) days prior to the effective date of the Transaction), with such Stock Award terminating if not exercised (if applicable)

at or prior to the effective time of the Transaction; provided, however, that the Board may require Participants to complete and deliver to the Company a notice of exercise before the effective date of a Transaction, which exercise is contingent upon the effectiveness of such Transaction;

(iv) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by the Company with respect to the Stock Award;

(v) cancel or arrange for the cancellation of the Stock Award, to the extent not vested or not exercised prior to the effective time of the Transaction, in exchange for such cash consideration or no consideration, as the Board, in its sole discretion, may consider appropriate; and

(vi) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the per share amount (or value of property per share) payable to holders of Common Stock in connection with the Transaction, over (B) the per share exercise price under the applicable Stock Award, multiplied by the number of shares subject to the Stock Award. For clarity, this payment may be zero (\$0) if the amount per share (or value of property per share) payable to the holders of the Common Stock is equal to or less than the exercise price of the Stock Award. In addition, any escrow, holdback, earnout or similar provisions in the definitive agreement for the Transaction may apply to such payment to the holder of the Stock Award to the same extent and in the same manner as such provisions apply to the holders of Common Stock. The Board need not take the same action or actions with respect to all Stock Awards or portions thereof or with respect to all Participants. The Board may take different actions with respect to the vested and unvested portions of a Stock Award.

(d) **Change in Control.** A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award, as may be provided in any other written agreement between the Company or any Affiliate and the Participant, or as may be determined by the Board or Committee, but in the absence of such provision, no such acceleration will occur.

10. PLAN TERM; EARLIER TERMINATION OR SUSPENSION OF THE RESTATED PLAN.

The Board may suspend or terminate the Restated Plan at any time. No Incentive Stock Option may be granted after the tenth (10th) anniversary of the earlier of (i) the date the Restated Plan is adopted by the Board or (ii) the date the Restated Plan is approved by the stockholders of the Company. No Awards may be granted under the Restated Plan while the Restated Plan is suspended or after it is terminated.

11. EFFECTIVE DATE OF THE AMENDMENT AND RESTATEMENT.

The Restated Plan will become effective on the Restatement Date; *provided, however*, that no Award may be granted under the Restated Plan prior to the Restatement Date. In addition, no Stock Award granted under the Restated Plan will be exercised (or, in the case of a Restricted Stock Award, Restricted Stock Unit Award, Performance Stock Award, or Other Stock Award, no Stock Award will be granted) and no Performance Cash Award granted under the Restated Plan will be settled unless and until the Restated Plan has been approved by the stockholders of the Company, which approval will be within 12 months after the date the Restated Plan is adopted by the Board.

12. CHOICE OF LAW.

The laws of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Restated Plan, without regard to that state's conflict of laws rules.

13. **DEFINITIONS.** As used in the Restated Plan, the following definitions will apply to the capitalized terms indicated below:

(a) **"Affiliate"** means, at the time of determination, any "parent" or "majority-owned subsidiary" of the Company, as such terms are defined in Rule 405. The Board will have the authority to determine the time or times at which "parent" or "majority-owned subsidiary" status is determined within the foregoing definition.

(b) **"Award"** means a Stock Award or a Performance Cash Award.

(c) **"Award Agreement"** means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award.

(d) **"Board"** means the Board of Directors of the Company.

(e) **"Capital Stock"** means each and every class of common stock of the Company, regardless of the number of votes per share.

(f) **"Capitalization Adjustment"** means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Restated Plan or subject to any Stock Award after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure, or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(a) **"Cause"** will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant's commission of any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States, any state thereof, or any applicable foreign jurisdiction; (ii) such Participant's attempted commission of, or participation in, a fraud or act of dishonesty against the Company or any Affiliate; (iii) such Participant's intentional, material violation of any contract or agreement between the Participant and the Company or an Affiliate or of any statutory duty owed to the Company or an Affiliate; (iv) such Participant's unauthorized use or disclosure of the Company's or an Affiliate's confidential information or trade secrets; or (v) such Participant's gross misconduct or gross negligence. The determination that a termination of the Participant's Continuous Service is either for Cause or without Cause will be made by the Company, in its sole discretion. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(b) “**Change in Control**” means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control will not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company’s securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, (C) on account of the acquisition of securities of the Company by any individual who is, on the Restatement Date, either an executive officer or a Director (either, an “**IPO Investor**”) and/or any entity in which an IPO Investor has a direct or indirect interest (whether in the form of voting rights or participation in profits or capital contributions) of more than 50% (collectively with an IPO Investor, the “**IPO Entities**”) or on account of the IPO Entities continuing to hold shares that come to represent more than 50% of the combined voting power of the Company’s then outstanding securities as a result of the conversion of any class of the Company’s securities into another class of the Company’s securities having a different number of votes per share pursuant to the conversion provisions set forth in the Company’s Amended and Restated Certificate of Incorporation, or (D) solely because the level of Ownership held by any Exchange Act Person (the “**Subject Person**”) exceeds the designated percentage threshold of the outstanding voting securities as a result of the conversion or another stockholder’s voting securities or a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control will be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction; *provided, however*, that a merger, consolidation or similar transaction will not constitute a Change in Control under this prong of the definition if the outstanding voting securities representing more than 50% of the combined voting power of the surviving Entity or its parent are owned by the IPO Entities;

(iii) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; *provided, however*, that a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries will not constitute a Change in Control

under this prong of the definition if the outstanding voting securities representing more than 50% of the combined voting power of the acquiring Entity or its parent are owned by the IPO Entities; or

(iv) individuals who, on the date the Restated Plan is adopted by the Board, are members of the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing definition or any other provision of this Restated Plan, (A) the term Change in Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant will supersede the foregoing definition with respect to Stock Awards subject to such agreement; *provided, however*, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition will apply. To the extent required for compliance with Section 409A of the Code, in no event will a Change in Control be deemed to have occurred if such transaction is not also a “change in the ownership or effective control of” the Company or “a change in the ownership of a substantial portion of the assets of” the Company as determined under Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). The Board may, in its sole discretion and without a Participant’s consent, amend the definition of “Change in Control” to conform to the definition of “Change in Control” under Section 409A of the Code, and the regulations thereunder.

(c) “**Code**” means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(d) “**Committee**” means a committee of one or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(e) “**Common Stock**” means the Class A Common Stock of the Company.

(f) “**Company**” means MongoDB, Inc., a Delaware corporation.

(g) “**Consultant**” means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a “Consultant” for purposes of the Restated Plan. Notwithstanding the foregoing, a person is treated as a Consultant under the Restated Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company’s securities to such person.

(h) “**Continuous Service**” means that the Participant’s service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant’s service with the Company or an Affiliate, will not terminate a Participant’s Continuous Service; *provided, however*, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board in its sole discretion, such Participant’s Continuous

Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an Employee of the Company to a Consultant of an Affiliate or to a Director will not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party's sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company's leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law.

(i) "Corporate Transaction" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of more than fifty percent (50%) of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

If required for compliance with Section 409A of the Code, in no event will a Corporate Transaction be deemed to have occurred if such transaction is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(j) "Covered Employee" will have the meaning provided in Section 162(m)(3) of the Code.

(k) "Director" means a member of the Board.

(l) "Disability" means, with respect to a Participant, the inability of such Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(m) "Dissolution" means when the Company, after having executed a certificate of dissolution with the State of Delaware, has completely wound up its affairs. Conversion of the Company into a Limited Liability Company (or other pass-through entity) will not be considered a "Dissolution" for purposes of the Restated Plan.

(n) “**Effective Date**” means the effective date of the Original Plan, which is December 7, 2016.

(o) “**Employee**” means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an “Employee” for purposes of the Restated Plan.

(p) “**Entity**” means a corporation, partnership, limited liability company or other entity.

(q) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(r) “**Exchange Act Person**” means any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that “Exchange Act Person” will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities.

(s) “**Fair Market Value**” means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be, unless otherwise determined by the Board, the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(t) “**Incentive Stock Option**” means an option granted pursuant to Section 5 of the Restated Plan that is intended to be, and that qualifies as, an “incentive stock option” within the meaning of Section 422 of the Code.

(u) “**Non-Employee Director**” means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act (“**Regulation S-K**”)), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged

in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a “non-employee director” for purposes of Rule 16b-3 of the Exchange Act.

(v) “Nonstatutory Stock Option” means any option granted pursuant to Section 5 of the Restated Plan that does not qualify as an Incentive Stock Option.

(w) “Officer” means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(x) “Option” means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Restated Plan.

(y) “Option Agreement” means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement will be subject to the terms and conditions of the Restated Plan.

(z) “Optionholder” means a person to whom an Option is granted pursuant to the Restated Plan or, if applicable, such other person who holds an outstanding Option.

(aa) “Original Plan” means the 2016 MongoDB, Inc. Equity Incentive Plan, as originally adopted on the Effective Date.

(bb) “Other Stock Award” means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 6(c).

(cc) “Other Stock Award Agreement” means a written agreement between the Company and a holder of an Other Stock Award evidencing the terms and conditions of an Other Stock Award grant. Each Other Stock Award Agreement will be subject to the terms and conditions of the Restated Plan.

(dd) “Outside Director” means a Director who either (i) is not a current employee of the Company or an “affiliated corporation” (within the meaning of U.S. Treasury Regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an “affiliated corporation” who receives compensation for prior services (other than benefits under a tax-qualified retirement plan) during the taxable year, has not been an officer of the Company or an “affiliated corporation,” and does not receive remuneration from the Company or an “affiliated corporation,” either directly or indirectly, in any capacity other than as a Director, or (ii) is otherwise considered an “outside director” for purposes of Section 162(m) of the Code.

(ee) “Own,” “Owned,” “Owner,” “Ownership” A person or Entity will be deemed to “Own,” to have “Owned,” to be the “Owner” of, or to have acquired “Ownership” of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(ff) “Participant” means a person to whom a Stock Award is granted pursuant to the Restated Plan or, if applicable, such other person who holds an outstanding Stock Award.

(gg) “Performance Cash Award” means an award of cash granted pursuant to the terms and conditions of Section 6(c)(ii).

(hh) “Performance Criteria” means the one or more criteria that the Board or Committee (as applicable) will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any one of, or combination of, the following as determined by the Board or Committee: (1) earnings (including earnings per share and net earnings); (2) earnings before interest, taxes and depreciation; (3) earnings before interest, taxes, depreciation and amortization; (4) earnings before interest, taxes, depreciation, amortization and legal settlements; (5) earnings before interest, taxes, depreciation, amortization, legal settlements and other income (expense); (6) earnings before interest, taxes, depreciation, amortization, legal settlements, other income (expense) and stock-based compensation; (7) earnings before interest, taxes, depreciation, amortization, legal settlements, other income (expense), stock-based compensation and changes in deferred revenue; (8) total stockholder return; (9) return on equity or average stockholder’s equity; (10) return on assets, investment, or capital employed; (11) stock price; (12) margin (including gross margin); (13) income (before or after taxes); (14) operating income; (15) operating income after taxes; (16) pre-tax profit; (17) operating cash flow; (18) sales or revenue targets; (19) increases in revenues or product revenues; (20) expenses and cost reduction goals; (21) improvement in or attainment of working capital levels; (22) economic value added (or an equivalent metric); (23) market share; (24) cash flow; (25) cash flow per share; (26) share price performance; (27) debt reduction; (28) implementation or completion of projects or processes; (29) stockholders’ equity; (30) capital expenditures; (31) debt levels; (32) operating profit or net operating profit; (33) workforce diversity; (34) growth of net income or operating income; (35) billings; (36) bookings; (37) employee retention; (38) strategic partnerships or transactions (including in-licensing and out-licensing of intellectual property; and (39) to the extent that an Award is not intended to comply with Section 162(m) of the Code, other measures of performance selected by the Board or Committee.

(ii) “Performance Goals” means, for a Performance Period, the one or more goals established by the Board or Committee (as applicable) for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Board or Committee (as applicable) (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Board or Committee will appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of items that are “unusual” in nature or occur “infrequently” as determined under generally accepted accounting principles; (5) to exclude the dilutive effects of acquisitions or joint ventures; (6) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (7) to exclude the effect of any change in the outstanding shares of common stock of the Company by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (8) to exclude the effects of stock based compensation and the award of bonuses under the Company’s bonus plans; (9) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; and (10) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles. In addition, the Board or Committee (as applicable) retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for such Performance Period. Partial achievement of the specified criteria may result in the

payment or vesting corresponding to the degree of achievement as specified in the Stock Award Agreement or the written terms of a Performance Cash Award.

(jj) “*Performance Period*” means the period of time selected by the Board or Committee (as applicable) over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant’s right to and the payment of a Stock Award or a Performance Cash Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Board or Committee (as applicable).

(kk) “*Performance Stock Award*” means a Stock Award granted under the terms and conditions of Section 6(c)(i).

(ll) “*Restated Plan*” means this Amended and Restated MongoDB, Inc. 2016 Equity Incentive Plan, which amends and restates the Original Plan.

(mm) “*Restatement Date*” means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

(nn) “*Restricted Stock Award*” means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).

(oo) “*Restricted Stock Award Agreement*” means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Restated Plan.

(pp) “*Restricted Stock Unit Award*” means a right to receive shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(b).

(qq) “*Restricted Stock Unit Award Agreement*” means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement will be subject to the terms and conditions of the Restated Plan.

(rr) “*Rule 16b-3*” means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(ss) “*Rule 405*” means Rule 405 promulgated under the Securities Act.

(tt) “*Securities Act*” means the Securities Act of 1933, as amended.

(uu) “*Stock Appreciation Right*” or “*SAR*” means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 5.

(vv) “*Stock Appreciation Right Agreement*” means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement will be subject to the terms and conditions of the Restated Plan.

(ww) “*Stock Award*” means any right to receive Common Stock granted under the Restated Plan, including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a Restricted Stock Unit Award, a Stock Appreciation Right, a Performance Stock Award, or any Other Stock Award.

(xx) “*Stock Award Agreement*” means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement will be subject to the terms and conditions of the Restated Plan.

(yy) “*Subsidiary*” means, with respect to the Company, (i) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) .

(zz) “*Ten Percent Stockholder*” means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate.

(aaa) “*Transaction*” means a Corporate Transaction or a Change in Control.

PGREF I 1633 BROADWAY TOWER, L.P.

Landlord,

-and-

MONGODB, INC.

Tenant.

L E A S E

Dated: December 14, 2017

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LEASE

LEASE, dated as of December 14, 2017, between PGREF I 1633 BROADWAY TOWER, L.P. (“**Landlord**”), a Delaware limited partnership, having offices c/o Paramount Group, Inc., 1633 Broadway, Suite 1801, New York, NY 10019 and MONGODB, INC. (“**Tenant**”), a Delaware corporation, with a Federal Tax Identification Number of 26-1463205 and having an office at 229 West 43rd Street, 5th Floor, New York, NY 10036 (“**Lease**”).

W I T N E S S E T H:

ARTICLE 1

Premises, Term, Purposes and Rent

Section 1.01

(a) Landlord does hereby lease to Tenant, and Tenant does hereby hire from Landlord, and upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease, for the term herein stated, the entire rentable area of the 37th (“**E37**”) and 38th (“**E38**”) floors substantially as shown on the rental plans annexed hereto as **Exhibit A** in the building known as and located at 1633 Broadway, New York, New York (“**Building**”). Said leased premises, together with all Appurtenances, as herein defined, (except Tenant’s Property, herein defined) are herein called the “**Premises**”. The plot of land on which the Building is located is herein called the “**Land**”.

(b) Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use throughout the Term (as hereinafter defined in Section 1.02(a)) in common with others, subject to the Building rules and regulations (as referred to in Section 5.01(b) hereof) and the other applicable provisions of this Lease (including, without limitation, Section 6.01 hereof): (i) the public areas of the Building that are constructed or provided for use in common by Landlord, Tenant and other tenants of the Building (except any roof areas, terraces and or mechanical rooms of the Building), including without limitation, the common lobbies, corridors, elevators and loading docks of the Building for their intended purposes; and (ii) if the Premises includes less than the entire rentable area of any full floor, the core restrooms, corridors and elevator lobby of such floor for their intended uses.

Section 1.02

The term of this Lease (the “**Term**”) shall commence on the date Landlord delivers possession of the Premises to Tenant with Landlord’s Work (as hereinafter defined in Section 2.01(b)) substantially complete (“**Term Commencement Date**”) and shall end twelve (12) years thereafter (“**Expiration Date**”) or on such earlier date upon which said Term may expire or be terminated as herein provided or pursuant to law, or on such later date upon which said Term may be extended pursuant to Article 32 hereof. Notwithstanding the foregoing, Tenant shall not be obligated to accept possession of the Premises prior to January 1, 2018 and in no event shall the Term Commencement Date occur prior to January 1, 2018. Landlord and Tenant acknowledge and agree that Landlord’s Work is, as of the date of this Lease, substantially complete and Landlord hereby delivers possession of the Premises to Tenant with Landlord’s Work substantially complete on January 1, 2018. Landlord and Tenant each acknowledge and agree that their respective architects and representatives have walked through the Premises (the “**Walkthrough**”) for the purpose of producing a list of punchlist work (meaning items of work that remain to be completed after Landlord’s substantial completion (as defined in Section 2.01(c)) of Landlord’s Work)(“**Landlord’s Punchlist Work**”) which list of Landlord’s Punchlist Work has been prepared and agreed upon between Landlord and Tenant. Landlord shall complete or repair all items shown on the list of the Landlord’s Punchlist Work as agreed to between Landlord and Tenant within thirty (30) days after the Term Commencement Date. Landlord shall coordinate such Landlord’s Punchlist Work with Tenant and take all such action as is reasonably necessary to minimize any interference with the performance of Tenant’s Work (as defined in Section 29.01 hereof) and Tenant’s use of the Premises.

Section 1.03

(a) The Premises shall be used for the following, but no other purpose, namely: executive, administrative and general offices (and customary ancillary uses associated therewith, provided the same do not otherwise violate the Certificate of Occupancy for the Building (a copy of which has been delivered to Tenant prior to the execution of this Lease) or the remaining terms and conditions of this Lease).

(b) In connection with and incidental to the use of the Premises for offices as provided in Section 1.03(a), Tenant may, subject to the provisions of this Lease and so long as such uses are permitted by applicable Requirements (as hereinafter defined in Section 9.03 hereof) and the Building’s Certificate of Occupancy, use portions of the Premises for the following ancillary purposes: a pantry (no cooking allowed, only warming), board room, private bathrooms, events areas, storage room, shipping/mailroom, computer/data processing room, copy room, break rooms, training facility and other ancillary uses which are customarily found

in corporate headquarters office space in Comparable Buildings (as hereinafter defined in Section 10.02).

Section 1.04 The rent reserved under this Lease for the term hereof shall be and consist of the following fixed rent (“**Fixed Rent**”), namely, \$8,073,480.00 per annum (\$76.00 per rentable square foot) commencing on the Rent Commencement Date (as defined in Section 1.10) and continuing for five (5) years thereafter; then, \$8,710,860.00 per annum (\$82.00 per rentable square foot) through the balance of the Term. Subject to Section 1.10 hereof, the Fixed Rent shall be payable in equal monthly installments in advance on the first day of each and every calendar month during said Term, plus such additional rent and other charges as shall become due and payable hereunder, which additional rent and other charges shall be payable as herein provided; all to be paid by check to Landlord at PO Box 392041, Pittsburgh, PA 15251-9041, or such other place as Landlord may designate, in lawful money of the United States of America, by check, subject to collection.

Section 1.05 Tenant does hereby covenant and agree to pay the Fixed Rent, additional rent and other charges herein reserved as and when the same shall become due and payable, without demand therefor (except as may otherwise expressly be provided for herein), and without any setoff or deduction whatsoever (except as may otherwise expressly be provided for herein), and to keep, observe and perform, and permit no violation of, each of Tenant’s obligations hereunder. It being agreed that except for Fixed Rent, all amounts payable by Tenant to Landlord under this Lease (whether by way of reimbursement or otherwise) are deemed to be additional rent under this Lease. If the Fixed Rent shall commence on any date other than the first day of a calendar month, the Fixed Rent for such calendar month shall be prorated.

Section 1.06 The parties hereby agree that for all purposes of this Lease, the rentable area of E37 shall be deemed to be 53,104 rentable square feet; and the rentable area of E38 is deemed to be 53,126 rentable square feet, for a total rentable area of the Premises of 106,230 rentable square feet. Neither party shall make any claim for either an increase or decrease in Fixed Rent or additional rent based on the rentable area of the Premises or any portion thereof being other than as set forth in the preceding sentence.

Section 1.07 In the event that the Term or Rent Commencement Date or Expiration Date is not a date certain, then either party agrees to execute promptly after request from the other, an agreement setting forth such dates, provided however, that either party's failure to execute said agreement shall in no way affect such dates.

Section 1.08 If any of the Fixed Rent or additional rent payable under this Lease shall be or become uncollectible, reduced or required to be refunded because of any legal requirements, Tenant shall enter into such agreement(s) and take such other legally permissible steps as Landlord may reasonably request to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal requirements may be legally permissible and not in excess of the amounts reserved therefor under this Lease. Upon the termination of such legal requirements; (a) the rents hereunder shall be payable in the amounts reserved herein for the periods following such termination; and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to, (i) the rents which would have been paid pursuant to this Lease but for such legal requirements less (ii) the rents paid by Tenant during the period such legal requirements were in effect.

Section 1.09 Intentionally deleted.

Section 1.10 Provided that Tenant is not then in monetary or material non-monetary default (beyond the expiration of any notice, grace or cure period) of any of the terms, conditions, covenants or agreements of this Lease on its part to be performed, the Fixed Rent only shall be abated for the first eighteen (18) months commencing on the Term Commencement Date. The date immediately following such eighteen (18) month period shall herein be referred to as the "**Rent Commencement Date**". Provided that Tenant is not then in monetary or material non-monetary default (beyond the expiration of any notice, grace or cure period) of any of the terms, conditions, covenants or agreements of this Lease on its part to be performed, Tenant shall be entitled to a credit against Fixed Rent installments next becoming due on and after the Rent Commencement Date in the amount of \$977,132.00, until such amount is exhausted. If Tenant cures any such default referred to above, Tenant shall receive the full abatement or credit of Fixed Rent provided for herein.

ARTICLE 2

Completion and Occupancy

Section 2.01 (a) Tenant acknowledges that it has inspected the Premises and except as hereinafter expressly provided in this Lease, agrees to accept possession of same in its “as-is” physical condition on the Term Commencement Date, ordinary wear and tear excepted, it being understood and agreed that subject to Articles 7 and 8 hereof, Landlord shall not be obligated to perform any alterations, improvements or repairs to the Premises or furnish to or remove from the Premises any alterations, improvements, fixtures, materials or any other property whatsoever, except for Landlord’s Work as set forth in Section 2.01(b) below. Tenant further acknowledges that, except as expressly set forth in this Lease, Tenant shall not be entitled to any free rent, concessions, credits or contributions of money from Landlord with respect to the initial delivery of the Premises to Tenant.

(b) The following items shall be completed with respect to the Premises by Landlord, at Landlord’s sole expense, and shall constitute “**Landlord’s Work**” with respect to the Premises:

1. Landlord shall deliver the Premises (including the bathrooms) demolished and in broom clean condition, including but not limited to, the removal of all existing installations, existing ductwork back to the core, electrical conduit and wiring back to the panels on each floor, voice and data cabling (including any cell system), supplemental mains and branches back to the core riser on the floor, plumbing lines demolished and capped and fire alarm system in place per code for a demolished floor.
2. Landlord shall install a temporary sprinkler loop which is fully operational and code compliant.
3. Landlord shall deliver any existing plumbing lines in their “as-is” condition.
4. Landlord shall provide electrical rooms with distribution panels in place.
5. Landlord to provide the main HVAC trunk complete with fire or smoke dampers as required by code, furnished and installed by Landlord and completely wired into the control and fire alarm systems of the Building. The main HVAC trunk shall be delivered at the core of each floor of the Premises for Tenant’s build out (along with the required amount of fresh air from outside of the Building).

6. Landlord shall provide Tenant with an electrical capacity in accordance with Section 24.02 hereof.
7. Landlord shall provide availability of connection points for Tenant's strobes and related Class E connections. Landlord, at Tenant's expense, shall provide all points, tie-ins and software reprogramming. Tenant to determine its requirements relative to the existing Class E system. All fire and safety systems, including alarms, speakers, communications, etc. shall be in full service and available on all floors of the Premises. Landlord shall also install strobes in the core lavatories.
8. Landlord to provide code compliant fireproofing and enclosure of any exposed structural steel. Landlord shall fire stop any slab and wall penetrations.
9. Landlord to provide floors reasonably smooth.
10. Landlord to remove and replace all existing UV film at perimeter windows. Landlord to coordinate application of new film (after Term Commencement Date) to align with the completion of Tenant's Work (to avoid damage during Tenant's Work and Tenant shall be responsible for any damages once the film is installed).

(c) For purposes of Sections 1.02 and 2.01, the term "substantially complete" shall mean that only minor details of construction, mechanical adjustment or decoration remain to be performed, which will not prevent Tenant from performing the construction required to prepare the Premises for Tenant's initial occupancy.

(d) The Premises shall be delivered to Tenant vacant, with all rubbish and debris removed and free of tenancies and occupancies (and any claim with respect thereto). Landlord shall deliver to Tenant an ACP-5 form for the demolished condition of the Premises. If any such asbestos or other hazardous materials (defined as such as of the date of this Lease) shall exist in the Premises prior to the Term Commencement Date, Landlord shall, in a commercially reasonable expeditious fashion and as Landlord's sole obligation and liability and at Landlord's sole cost and expense, (i) remove such hazardous materials as required by then existing applicable Requirements, and (ii) restore the Premises to their condition prior to the removal of the same. Notwithstanding anything to the contrary contained in this Lease, if any asbestos or other hazardous materials (in existence in the Premises as of the Term Commencement Date) impair Tenant's ability to perform Tenant's Work to prepare the Premises for Tenant's opening for business, the Rent Commencement Date shall be delayed by one (1) day for each day that Tenant is delayed in proceeding with Tenant's Work to prepare the Premises for Tenant's opening for business.

Section 2.02 Landlord and Tenant agree that any failure to deliver the Premises to Tenant with Landlord's Work substantially complete on a date certain shall in no way affect the validity of this Lease or the obligations of Tenant hereunder nor shall the same be construed in any wise to extend the Term or impose any liability on Landlord. The provisions of this Section 2.02 are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law and any other similar law hereafter in force.

ARTICLE 3

Use of Premises

Section 3.01 Tenant shall not use the Premises or any part thereof other than as expressly permitted in Section 1.03 hereof, or permit the Premises or any part thereof to be used in any manner which would violate the Certificate of Occupancy for the Building or, for any purpose other than the use hereinbefore specifically mentioned. Landlord shall not amend the existing Certificate of Occupancy for the Building in any manner which would limit or impair Tenant's right to use the Premises for the purposes expressly permitted in Section 1.03. Those portions, if any, of the Premises, identified as toilets and utility areas shall be used by Tenant only for the purposes for which they are designed.

Section 3.02 Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner, Tenant shall not suffer or permit the Premises or any part thereof to be used in any manner or anything to be done therein or anything to be brought into or kept therein which, in the reasonable judgment of Landlord, shall in any way impair the character, reputation or appearance of the Building as a high quality office building, impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or Premises, or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building beyond that which is customary in Comparable Buildings.

Section 3.03

If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's particular business or other activity carried on in the Premises (other than the Certificate of Occupancy for the Building and/or which Landlord is legally required to obtain in the City of New York for the operation of a Comparable Building), and if the failure to secure such license or permit might or would, in any material adverse way, affect Landlord, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord upon Landlord's request therefor. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such license or permit.

ARTICLE 4

Appurtenances, Etc., Not to be Removed

Section 4.01

(a) All alterations, additions, fixtures, equipment, improvements, installations and appurtenances permanently attached to, or built into the Premises prior to, at the commencement of or during the term hereof ("**Appurtenances**"), whether or not furnished or installed at the expense of Tenant or by Tenant, including without limitation, Tenant's Changes (as defined in Section 5.01(e) hereof), shall be and remain part of the Premises and be deemed the property of Landlord and shall not be removed by Tenant, except as otherwise expressly provided in this Lease. Appurtenances shall include, without limitation, all wiring, cables and similar installations appurtenant thereto installed by Tenant in the risers or other common areas of the Building. Notwithstanding anything contained in this Section 4.01 to the contrary but subject to the provisions of Section 4.01(b) hereof, all of Tenant's furniture, furnishings, fixtures, equipment and personal property (including, without limitation, audio-visual and other equipment) (collectively, "**Tenant's Property**") shall remain the property of Tenant and may be removed from the Premises and the Building by Tenant at any time and from time to time. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to remove Appurtenances during the Term if Tenant is renovating or replacing the same or if Tenant determines in its sole discretion that such Appurtenance is no longer necessary or desirable in the Premises; provided, however, that in all such cases, Tenant shall repair at its own cost all damage resulting from such removal. Subject to Section 4.01(b) below, Landlord may require Tenant to remove all Appurtenances, Tenant's Property and Tenant's Changes at the end of the Term in accordance with the terms and conditions of this Lease, and if so required, Tenant shall repair, restore, replace and/or rebuild (as the circumstances may require), in a good and workmanlike manner any damage to the Premises or the Building caused by such removal. If any of the Appurtenances, Tenant's Property or Tenant's Changes required by Landlord to be removed from the Building are not so removed in accordance with the immediately

preceding sentence, then Landlord (in addition to all other rights and remedies to which Landlord may be entitled at any time) may at its election upon fifteen (15) business days' notice to Tenant deem that the same has been abandoned by Tenant to Landlord, but no such election shall relieve Tenant of Tenant's obligation to pay the reasonable expenses of removing the same from the Premises or the expense of repairing, restoring, replacing and/or rebuilding (as the circumstances may require) damage to the Premises or to the Building arising from such removal, which obligation shall survive the Expiration Date.

(b) Notwithstanding anything contained in Section 4.01(a) to the contrary, Tenant shall not be required to remove any Appurtenances existing in the Premises on the Term Commencement Date or Tenant's Changes that do not materially differ from customary office installations. Subject to the last sentence in this Section 4.01(b), Tenant may be required to remove alterations, which, in Landlord's reasonable opinion, materially differ from customary office use alterations. Notwithstanding the foregoing or anything to the contrary in this Lease, Tenant shall not be required to remove any Tenant's Changes unless so designated for removal by Landlord at the time Landlord approves the plans and specifications for such Tenant Changes ("**Tenant Plans**").

Section 4.02 Except as otherwise expressly provided in this Lease to the contrary, all the perimeter walls and doors of the Premises, any balconies, terraces or roofs adjacent to the Premises and any space in and/or adjacent to the Premises used for shafts, stairways, stacks, pipes, vertical conveyors, mail chutes, pneumatic tubes, conduits, ducts, electric or other utilities, rooms containing elevator or air conditioning machinery and equipment, sinks, or other similar or dissimilar Building facilities, and the use thereof, as well as access thereto (including the right to secure same) through the Premises for the purpose of such use and the operation, improvement, alteration, replacement, addition, repair, cleaning, maintenance, safety, security, and/or decoration thereof, are expressly reserved to Landlord, provided that Landlord's use thereof shall not interfere in any material respect with Tenant's use and enjoyment of the Premises.

ARTICLE 5

Various Covenants

Section 5.01 Tenant covenants and agrees that Tenant will:

(a) Take good care of and maintain in good order, condition and repair the Premises and Appurtenances and at Tenant's sole cost and expense, make all non-structural repairs, restorations and/or replacements thereto as may be required to keep the Premises and Appurtenances in good order and condition, except for those portions of the Building systems, including but not limited to base Building life safety equipment, base Building mechanical, plumbing and electrical equipment and lines, base Building HVAC equipment, elevators and elevator systems servicing the Premises, the Building's mechanical rooms and common areas and equipment of the Building (which do not include, core restrooms, corridors and elevator lobbies on floors where Tenant leases the entire rentable area of such floor, the repair and maintenance of which shall be Tenant's obligation) that Landlord is obligated to repair and maintain pursuant to the provisions of this Lease. Tenant shall also be responsible for the cost of all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen or unforeseen, in and to the Building and the facilities and systems thereof, the need for which arises solely due to: (i) the performance or existence (as to existence only, except if such Tenant's Changes have been approved by Landlord) of Tenant's Changes (herein defined); (ii) the installation, use or operation of Tenant's Property; (iii) the moving of Tenant's Property into or out of the Premises or the Building; (iv) Tenant's compliance or non-compliance with any Requirements (except, in such case, Tenant shall not be responsible for any structural or non-structural repairs so long as the need for same does not arise due to Tenant's particular use of the Premises not permitted pursuant to Article 3 hereof); or (v) subject to the terms of Sections 7.03 and 7.04 hereof, the negligence, wrongful act or omission (where this Lease or applicable law imposes a duty to act) of Tenant or any of its subtenants or its or their agents, licensees or invitees (but only to the extent not covered by Landlord's insurance on the Building). Any of the repairs referred to in the immediately preceding sentence in or to the Building and/or the facilities and systems thereof for which Tenant is so responsible shall be performed by Landlord at Tenant's expense and Tenant shall pay Landlord's actual, reasonable out-of-pocket costs (without profit or mark-up) therefor as additional rent hereunder within thirty (30) days after Landlord gives Tenant an invoice therefor together with reasonable back-up documentation, provided Tenant has been given fifteen (15) business days prior written notice before such work commences and Tenant fails to perform same within such fifteen (15) business day period except in emergencies in which event, notice shall be given as soon as reasonably practical before or after such work commences. All repairs and

replacements made by or on behalf of Tenant or any person claiming through or under Tenant shall be made in conformity with the provisions of this Lease and shall be at least equal in quality and class to the original work or installation.

(b) Faithfully observe and comply (and cause its agents, employees, invitees and licensees to observe and comply) with the rules and regulations annexed hereto and such additional reasonable rules and regulations as Landlord hereafter at any time or from time to time may make and may communicate in writing to Tenant (on at least ten (10) business days prior notice to Tenant), provided, however, that in the case of any conflict between the provisions of this Lease and such rule or regulation, the provisions of this Lease shall control; and provided further that nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or the terms, covenants or conditions in any other lease as against any other tenant and; provided further that Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors, invitees, subtenants or licensees. In enforcing the rules and regulations, Landlord agrees to treat similarly situated tenants in a similar fashion and not to enforce same in a discriminatory manner. Any additional rules and regulations adopted by Landlord shall not adversely affect Tenant's conduct of business in the Premises or access to the Premises or conflict with the provisions of this Lease.

(c) Subject to Sections 5.02(a) and 5.02(b) hereof, permit Landlord and any mortgagee of the Building and/or the Land or of the interest of Landlord therein and any lessor under any ground or underlying lease, and their representatives, to enter the Premises at all reasonable hours upon reasonable prior written notice (but in no event less than twenty-four (24) hours prior written notice), which, for purposes of this section, may include notices sent via electronic mail (except in the case of an emergency when no such prior written notice will be required) for the purposes of inspection, or of making repairs, replacements or improvements in or to the Premises or the Building or equipment, or of complying with all laws, orders and requirements of governmental or other authority or of fulfilling any obligation or exercising any right reserved to Landlord by this Lease.

(d) Make no claim against Landlord, or any lessor under any ground or underlying lease (“**Ground Lessor**”), or any mortgagee under any mortgage or trust indenture (“**Mortgagee**” and with the Ground Lessor, the “**Underlying Indemnitees**”) for any damage to property entrusted to employees of Landlord or for any loss of or damage to any property by theft (including damage resulting from theft or attempted theft) or any injury or damage to Tenant or other persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness, or caused by other tenants in the Building, or by any other cause of whatsoever nature (including, without limitation, damage or injury caused by any hazardous or dangerous condition, waste, material and/or substance (as the same may be defined in any local, state or federal rule, regulation or statute)), except to the extent caused by or due to the acts, omissions (where this Lease or applicable law imposes a duty to act), negligence, misconduct or breach of this Lease by Landlord, its officers, directors, partners, members, agents, contractors, servants or employees (collectively, “**Landlord Parties**”), subject to Sections 7.03 and 7.04 hereof.

(e) (i) Make no alterations, installations, repairs, additions, improvements or replacements including Tenant’s initial work in the Premises necessary for Tenant’s occupancy thereof (herein collectively called “**Tenant’s Changes**”) in, to or about the Premises without Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Landlord agrees that Tenant shall not be required to obtain Landlord’s prior written consent to Tenant’s Changes which (a) are decorative or cosmetic in nature; (b) are the installation of horizontal cable within the Premises that does not require any work outside the Premises impacting any other tenant spaces; or (c) are non-structural and do not affect any Building systems and do not cost in the circumstance of this clause (c) in excess of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) in the aggregate in any twelve (12) month period, provided as to Tenant’s Changes set forth in clauses (a), (b) and (c) above, Tenant gives Landlord no less than five (5) business days’ prior written notice of its intention to so perform such Tenant’s Changes, which notice shall contain a reasonably detailed description of the work to be performed. If any Tenant’s Changes shall adversely affect any Building system, Tenant shall, at its sole expense, mitigate such adverse effect to Landlord’s reasonable satisfaction. Notwithstanding anything contained herein to the contrary, Landlord shall be reasonable (and not unreasonably delay or condition) in granting or withholding its consent to any other Tenant’s Changes for which Tenant shall submit Tenant’s Plans for Landlord’s review and approval. Any Landlord’s consent required under this Section 5.01(e) (i) shall be subject to the Landlord’s deemed approval provisions contained in Section 5.01(e) (ii) hereof. Tenant’s Changes involving structural or base Building systems work shall only be performed by contractors, subcontractors

or mechanics set forth on Landlord's approved contractor list for the Building (a copy of which have been delivered to Tenant prior to the execution of this Lease), provided such contractors' pricing is commercially competitive for similar work in the midtown Manhattan market using union labor, and all other Tenant's Changes shall be performed by such other contractors, subcontractors or mechanics as approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed. Tenant may select its own architects, engineers and other construction consultants, subject to Landlord's reasonable approval. Tenant's Changes shall be done at Tenant's sole expense in accordance with the applicable Building Standard rules and regulations for tenant alterations. Landlord conceptually approves as a Tenant's Change, the installation of internal staircases and the structural reinforcing of floors in portions of the Premises, subject to Landlord's review and approval of Tenant's Plans therefor, such approval not to be unreasonably withheld, conditioned or delayed. Landlord may require any such internal staircases (except for any staircase existing in the Premises as of the Term Commencement Date) to be removed by Tenant in accordance with the provisions of Section 4.01(b) hereof.

(ii) Prior to the commencement of any Tenant's Changes for which Landlord's consent shall be required, Tenant shall submit to Landlord, for Landlord's written approval (which approval shall not be unreasonably withheld or conditioned), three (3) complete sets of Tenant Plans (to be prepared by and at the expense of Tenant) of such proposed Tenant's Changes in detail consistent with good construction practices and reasonably satisfactory to Landlord. Tenant's Changes shall be completed as follows: (A) free and clear of all liens, conditional bills of sale, security agreements and other claims, charges and encumbrances (other than security agreements or other encumbrances in favor of any mortgagee of Landlord or Tenant or any equipment lessors); and (B) in accordance with the requirements of this Lease. Landlord shall respond to Tenant's request for approval of Tenant Plans or Tenant's contractors, architects, engineers or other consultants within ten (10) business days after Landlord's initial receipt of such plans or names of Tenant's contractors or other consultants and Landlord shall respond within five (5) business days after any re-submissions. Landlord shall describe in reasonable detail the basis for any such disapproval of Tenant's plans or Tenant's contractors, architects, engineers or other consultants. If Landlord fails to respond to such request for approval or to any resubmissions within the above time periods, Tenant may send written notice (in strict accordance with the requirements of Section 11.01(a) hereof) of such failure to Landlord, which notice shall specify that Landlord's continued failure to so respond within an additional five (5) business days after Landlord's receipt of such notice shall constitute approval of Tenant Plans and/or contractors, architects, engineers or other consultants as the case may be and, if Landlord fails to so respond within such additional five (5) business days after Landlord's receipt of such notice,

Tenant Plans and/or contractors, architects, engineers or other consultants as the case may be shall be deemed approved. Notwithstanding the foregoing or anything to the contrary contained in this Lease, in connection with Tenant's Work, Landlord hereby approves Tenant's use of (at Tenant's option without any obligation to use): (a) Benchmark Builders, Inc. as Tenant's construction manager/general contractor, (b) HLW International, LLP as Tenant's architect, (c) WB Engineers and Consultants as tenant's MEP engineer, (d) Severud Associates Consulting Engineers PC as Tenant's structural engineer, (e) Milrose Consultants, Inc. as Tenant's code consultant and permit expediter, (f) Cerami, as Tenant's low voltage consultant, and (g) PTS, as Tenant's special inspections consultant. Notwithstanding anything to the contrary contained in this Lease, in connection with Tenant's Work only, Tenant's architect and Tenant's engineers may self-certify Tenant's Plans for Tenant's Work in accordance with the New York City Department of Buildings ("**DOB**") Professional Certification Program for the purpose of expediting DOB filings, provided and subject to the following conditions: (i) Tenant, at its sole expense, shall be responsible to make any corrections required by the DOB in Tenant's Work; and (ii) Tenant shall defend and indemnify Landlord, its agents, contractors and employees and any of their respective agents employees and contractors for any and all liability (statutory or otherwise) claims, actions, judgements, fines, penalties, damages or expenses (including, without limitation, reasonable attorneys' fees and disbursements incurred in the defense of any action or proceeding), which they may sustain as a result of Tenant's architect's and/or Tenant's engineers' self-certification, including without limitation, any obligations Landlord may incur as a result of its execution of any documents required by the DOB.

In no event shall any material or equipment be incorporated in or to the Premises in connection with any such Tenant's Changes which is subject to any lien, security agreement, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any conditional sale or other similar or dissimilar title retention agreement. Any mechanic's lien filed against the Premises or the Building for work done for, or claimed to have been done for, or materials furnished to, or claimed to have been furnished to, Tenant shall be discharged or bonded by Tenant within fifteen (15) business days after Tenant is notified of such filing, at Tenant's expense, by filing the bond required by law or otherwise.

(iii) All Tenant's Changes shall at all times comply with: (x) all applicable Requirements, rules, orders and regulations of governmental authorities having jurisdiction thereover and all applicable insurance requirements under Tenant's insurance policies and/or any additional insurance requirements of which Tenant has received prior notice from Landlord; (y) the Building's rules and regulations of Landlord for tenant alterations (a copy of which has been delivered to Tenant prior to the execution of this Lease) (and Landlord may amend these rules and regulations in the same fashion with respect to Building rules and regulations set forth in Section 5.01(b) hereof, provided such amended rules and regulations shall not adversely affect the completion of the Tenant's Changes, Tenant's conduct of business in the Premises or access to the Premises or conflict with the provisions of this Lease); and (z) the plans and specifications submitted to and approved by Landlord, if applicable. In connection with any Tenant's Changes, Tenant shall pay to Landlord, as additional rent, within thirty (30) days after written demand therefor accompanied by reasonably supporting documentation a fee equal to the actual and reasonable out-of-pocket costs incurred by Landlord (without any Landlord supervisory fee) in connection with, or relating to, Landlord's review of Tenant Plans in connection with any such Tenant's Changes requiring Landlord's consent hereunder, provided however, for Tenant's Work, such costs shall not exceed \$5,000.00 in the aggregate. No Tenant's Changes requiring Landlord's consent shall be undertaken, started or begun by Tenant or by its agents, employees, contractors or anyone else acting for or on behalf of Tenant until Landlord has approved Tenant Plans or a detailed sketch, as the case may be, and no amendments or additions to such plans and specifications (other than minor field changes made in accordance with industry standard construction practices) shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Unless all of the conditions contained in this Section 5.01(e) are fully satisfied, Landlord shall have the right, in Landlord's sole and absolute discretion, to withhold its consent to any Tenant's Changes. Landlord's consent to Tenant Plans shall create no responsibility or liability on the part of Landlord with respect to their completeness, design sufficiency or compliance with all applicable Requirements and/or insurance requirements; nor shall Landlord's execution of any documents required to be filed with any governmental authority in

connection with Tenant's installations or changes create any responsibility or liability on the part of Landlord to take remedial measures to bring any Tenant's installations or changes into compliance with applicable legal and/or insurance requirements (such responsibility or liability being allocated hereunder to Tenant). If any Tenant's Changes are made or installed in violation of this Section 5.01(e), Landlord may, if such Tenant's Changes are not removed or corrected by Tenant within fifteen (15) days (or such additional period of time as is reasonably required to remove or correct same) after notice to Tenant, at Tenant's sole cost and expense, without incurring any liability to Tenant whatsoever, enter upon the Premises and remove such illegitimate Tenant's Changes in violation of this Section 5.01(e) and repair any damage caused by the installation and/or removal of the same.

(iv) In connection with the completion of Tenant's Changes or in the performance of any other activities within the Building by or on behalf of Tenant: (a) neither Tenant nor its agents, contractors or subcontractors shall interfere with the operations of the Building or any work being done by Landlord or its agents, contractors or subcontractors in the Building (and Landlord will cooperate in endeavoring to mitigate such interference); (b) Tenant shall comply with any reasonable work schedule, applicable Building rules and regulations; (c) Tenant shall not do or permit anything to be done that would reasonably be expected to create any work stoppage, picketing or other labor disruption or dispute; and (d) the labor employed or contracted for by Tenant shall be compatible with the union labor employed or contracted for by Landlord in the Building, it being agreed that, if Tenant's labor is incompatible or causes disharmony, Tenant shall, promptly after receipt of Landlord's written demand (electronic mail being sufficient demand for this purpose) therefor, withdraw Tenant's labor from the Premises. Landlord shall cooperate in endeavoring to mitigate such disharmony. If Tenant fails to take any such actions regarding labor matters, Landlord shall have the right, in addition to any other rights and remedies available to it under this Lease or pursuant to law or equity, to seek immediate injunctive relief. Tenant further agrees that it will, prior to the commencement of any work in the Premises, deliver to Landlord original certificates of insurance from Tenant's contractors evidencing worker's compensation, public liability, property damage and such other reasonable insurance coverages in such amounts as set forth in the Building's rules and regulations for tenant alterations in connection with Tenant's Changes. Tenant shall keep records of Tenant's Changes costing in excess of Two Hundred Fifty Thousand and 00/100 (\$250,000), and of the cost thereof for a period of two (2) years. Tenant shall, within sixty (60) days after written demand by Landlord, furnish to Landlord copies of such records. Upon completion of any Tenant Changes which require Landlord's consent hereunder, Tenant shall deliver to Landlord dimensioned reproducible mylars and CADD disk of "as-built" plans or, in lieu thereof, final Tenant Plans with field notes for such Tenant Changes.

(f) Not do or permit to be done any act or thing in the Premises which will invalidate or be in conflict with fire insurance policies generally issued for office buildings in the Borough of Manhattan, City of New York, and not do anything or permit anything to be done, or keep anything or permit anything to be kept, in the Premises which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts and against risks as reasonably determined by Landlord, or otherwise result in non-compliance with any applicable legal requirements. If solely by reason of failure of Tenant to comply with the provisions of this paragraph including, but not limited to, the specific use to which Tenant puts the Premises (as opposed to mere office use and all other uses permitted under Section 1.03 hereof), the fire insurance rate payable by Landlord shall at the beginning of this Lease or at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord which shall have been charged solely because of such failure or use by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord and demand upon Tenant together with reasonable back-up documentation. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or “make up” rate for the Building or Premises issued by the New York Fire Insurance Rating Organization, or other body making fire insurance rates for the Premises, shall be prima facie evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to the Premises.

(g) Subject to Section 5.02(b) hereof, permit Landlord, at reasonable times upon reasonable prior written notice (which, for purposes of this Section, may include notices sent via electronic mail), to show the Premises to any lessor under any ground or underlying lease, or any lessee or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage of the Building and/or the Land or of Landlord's interest therein, and their representatives, and during the period of twelve (12) months immediately preceding the Expiration Date (as the same may be extended) with respect to any part of the Premises similarly show any part of the Premises to any person contemplating the leasing of all or a portion of the same.

(h) At the end of the term, quit and surrender to Landlord the Premises "broom clean" and in good order and condition, reasonable wear and tear and loss by Casualty (as hereinafter defined in Section 7.01) and Condemnation (as hereinafter defined in Section 8.01) excepted, and Tenant shall remove such of Tenant's Changes and/or Tenant's Property as Landlord elects to have Tenant and Tenant is required to remove all subject to and in accordance with Section 4.01 hereof. Tenant shall give Landlord sixty (60) days' prior written notice of the day it intends to vacate the Premises (which may be either upon the Expiration Date or the Expiration Date as extended pursuant to Article 32 hereof), but the failure to do so, shall not result in any liability except as expressly provided below in this paragraph (h). Upon receipt of said notice Landlord and Tenant shall agree on a mutually convenient time, but in no event later than thirty (30) days prior to the Expiration Date, in order to perform a joint inspection of the Premises. Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and any similar successor law of the same import then in force, in connection with any holdover proceedings which Landlord may institute to enforce the provisions of this paragraph (h) following the expiration or earlier termination of this Lease. If Tenant shall remain in possession of the Premises after the Expiration Date without the execution of a new lease (whether or not with the consent or acquiescence of Landlord), Tenant's occupancy shall be deemed to be that of a tenancy-at-will, and in no event from month-to-month or from year-to-year, and it shall be subject to all of the other terms of this Lease applicable thereto, including those set forth in this paragraph (h). In the event that Tenant remains in possession of the Premises or any part thereof after the expiration of the tenancy-at-will created hereby then Tenant's occupancy shall be deemed a tenancy-at sufferance and not a tenancy-at-will. Nothing contained herein shall be construed to constitute Landlord's consent to Tenant holding over after the Expiration Date or to give Tenant the right to hold over after the Expiration Date. During the period in which Tenant holds over, Tenant shall pay rent to Landlord at a monthly rental equal to the greater of: (i) 1.25 times the monthly Fixed Rent, plus all Article 26 additional rent last payable by Tenant hereunder

for the first thirty (30) days of holdover, then, 1.5 times the monthly Fixed Rent, plus all Article 26 additional rent last payable by Tenant hereunder; or (ii) the price, on a monthly basis, for comparable space in the Building Landlord is then obtaining as evidenced by comparable recent leases (or, if Landlord shall have no such recent comparable leases, the monthly rental equal to the prevailing rate for comparable space in comparable buildings in the vicinity of the Building). Tenant's obligations under this paragraph (h) shall survive the expiration of this Lease.

(i) At any time and from time to time upon not less than ten (10) business days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord or any of Landlord's affiliates, or to any prospective or current superior lessor, mortgagee, lender or partner or a prospective purchaser or investor in the Building, a statement of Tenant in writing certifying to Landlord or to anyone else Landlord shall reasonably designate that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), specifying the dates to which the Fixed Rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best actual knowledge of the Tenant Landlord is in default in the performance of any provision of this Lease beyond the expiration of any notice, grace or cure period and, if so, specifying each such default of which the Tenant has actual knowledge, and further stating such other factual items or information as Landlord or Landlord's designee may reasonably request and as are known to Tenant; it being intended that any such statement so delivered may be relied upon by the person to whom the statement is given. If Tenant fails to execute and deliver the statement as and when required by this Section 5.01(i), then notwithstanding any other provision of this Lease, if such failure shall not be cured within five (5) business days after receipt of the second notice and demand by Landlord, such failure shall constitute a default under this Lease beyond any applicable cure period entitling Landlord to the same rights and remedies as if such default was with respect to nonpayment of Fixed Rent, provided that such failure to deliver such statement within five (5) business days after receipt of the second notice shall be stated in bold in such second notice. Landlord agrees to provide Tenant or to anyone else Tenant shall reasonably designate within ten (10) business days after Tenant so requests, a certificate as to whether (i) this Lease has been modified and, if so, a list of the documents modifying this Lease, (ii) this Lease is then in full force and effect, (iii) Tenant is then current in the payment of Fixed Rent and additional rent, and (iv) Landlord has given any notice of default under this Lease which remains uncured. This certificate shall state such other information regarding the Lease as Tenant or Tenant's designee shall reasonably request, it being intended that any such statement so delivered may be relied upon by the person to whom the statement is given.

(j) Not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building without Landlord's prior written consent not to be unreasonably withheld, delayed or conditioned. If such safe, machinery, equipment, freight, bulky matter or fixtures require special handling, Tenant agrees to employ only persons holding a Master Rigger's License to do said work, and that all work in connection therewith shall comply with the Administrative Code of the City of New York. Notwithstanding said consent of Landlord, Tenant shall defend and indemnify Landlord for, and hold Landlord harmless and free from, all loss, costs, liabilities and damages sustained by person or property arising out of the moving of such items into or out of the Building except to the extent caused by the acts, omissions, negligence, misconduct or breach of this Lease by Landlord or any Landlord Parties and subject to Sections 7.03 and 7.04, as well as for all reasonable expenses and reasonable attorneys' fees incurred in connection therewith, and all costs incurred in repairing any damage to the Building or Appurtenances (including, without limitation, Landlord's reasonable charge for any repairs performed by Landlord's employees).

(k) To the extent not prohibited by applicable Requirements and to the extent not caused by the acts, omissions (where this Lease or applicable law imposes a duty to act), negligence, misconduct or breach of this Lease by Landlord or any Landlord Parties and subject to Sections 7.03 and 7.04, indemnify, defend and save harmless, Landlord, the Landlord Parties and the Underlying Indemnitees, and their respective officers, directors, contractors, agents and employees, from and against any and all liability (statutory or otherwise), claims, actions, suits, demands, damages, judgments, costs, interest and expenses of any kind or nature of anyone whomsoever (including, but not limited to, reasonable third-party counsel fees and disbursements incurred in the defense of any action or proceeding including in enforcing the foregoing indemnification) (collectively, "**Loss**"), to which they may be subject or which they may suffer by reason of any claim for, any injury to, or death of, any person or persons, theft or damage to property (including any loss of use thereof) or damage to the Building or Appurtenances or otherwise arising from or in connection with the use of or from any work, installation or thing whatsoever done (other than by any of the Landlord Parties) in or about the Premises and/or the Building (as to the Building, if caused by Tenant or by any Tenant Parties (as defined in Section 10.01)), during or subsequent to (in the case of a holdover), the Term, or arising from any condition of the Premises and/or the Building due to or resulting from any default by Tenant in the performance of Tenant's obligations under this Lease or from any wrongful act, omission (where this Lease or applicable law imposes a duty to act) or negligence of Tenant or any of Tenant Parties. Where not prohibited by applicable Requirements, no workers' compensation claim by any of Tenant's employees will be subrogated against Landlord.

Whenever this Lease requires either Landlord or Tenant to indemnify the other, then the parties shall comply with the following procedures and requirements:

- (i) **Notice to Indemnitor.** The party being indemnified (the “**Indemnitee**”) shall promptly (and in any event within ten (10) days after becoming aware of such claim) notify the party with the obligation to indemnify (the “**Indemnitor**”) in writing of any Loss for which it is seeking indemnification hereunder.
- (ii) **Selection of Counsel.** Indemnitor shall select counsel reasonably acceptable to Indemnitee and to Indemnitor’s insurance carrier. Counsel chosen by Indemnitor’s insurance carrier shall be deemed satisfactory. Even though Indemnitor shall defend the action, Indemnitee may, at its option and its own expense, engage separate counsel to advise it regarding the claim and its defense. Indemnitor’s counsel shall consult with Indemnitee’s counsel; provided, however, that Indemnitor and its counsel shall fully control the defense of such Loss.

- (iii) **Cooperation.** Indemnitee shall reasonably cooperate (at no cost to Indemnitee) with Indemnitor's defense.
- (iv) **Settlement.** Indemnitor may, with Indemnitee's consent, not to be unreasonably withheld, conditioned or delayed, settle the claim. Indemnitee's consent shall not be required for any settlement by which:
 - (i) Indemnitor procures (by payment, settlement, or otherwise) a release of Indemnitee by which Indemnitee need not make any payment to the claimant; and
 - (ii) neither Indemnitee nor Indemnitor on behalf of Indemnitee admits liability.
- (v) **Survival.** Each of Landlord's and Tenant's indemnification obligations contained in this Lease shall survive the expiration or earlier termination of this Lease for a period of one (1) year.

(l) Not do or permit to be done any act or thing which would cause any hazardous or dangerous condition, waste, material and/or substance (as the same may be defined in any local, state or federal rule, regulation or statute) to be used, stored, transported, released, handled, produced, created, disposed of, or installed in, on, from, or at the Premises and/or the Building, except for small amounts of standard office and cleaning and other supplies customarily used in the ordinary course of businesses being conducted at the Premises in accordance with this Lease; provided that all such materials and/or substances: (i) shall at all times be used, stored, transported, released, handled, produced, created, disposed of, and/or installed in compliance with all applicable legal and/or insurance requirements; (ii) shall not create any additional burden on Landlord to notify other tenants, the public or any governmental authority of the existence of such materials and/or substances; and (iii) shall not cause any increase in Landlord's insurance rates by reason of any wrongful acts or omissions (where this Lease or applicable law imposes a duty to act) that are not permitted by the provisions of this Lease.

Section 5.02 Landlord covenants and agrees that Landlord will:

(a) use reasonable efforts not to interfere with the businesses being conducted at the Premises in accordance with this Lease during such times as Landlord exercises its rights under the various provisions of this Lease which permit Landlord to perform work, repairs, improvements, maintenance and/or alterations to the Building (including the Premises) but Landlord shall not be required to perform the same on an overtime or premium pay basis unless required to remedy an emergency situation or Tenant agrees in writing to reimburse Landlord for the incremental cost of such overtime

or premium pay basis or unless such work adversely interferes with or unreasonably disturbs the use of the Premises for the conduct of business in the Premises;

(b) give Tenant reasonable prior written notice, which, for purposes of this section, may include notices sent via electronic mail of all entry into the Premises and afford Tenant the right to have a representative present (except in the case of an emergency when no such notice or representative shall be required except for such notice, if any, as is practical under the circumstances);

(c) to the extent not prohibited by applicable Requirements and to the extent not caused by the acts, omissions (where this Lease or applicable law imposes a duty to act), negligence, misconduct or breach of this Lease by Tenant, its agents, employees or contractors or any Tenant Parties and subject to Sections 7.03 and 7.04, indemnify, defend and save harmless, Tenant and its partners, members, principals, contractors, agents, officers, directors and employees from and against any and all liability (statutory or otherwise), claims, actions, suits, demands, damages, judgments, costs, interest and expenses of any kind or nature of anyone whomsoever (including, but not limited to, reasonable third party counsel fees and disbursements incurred in the defense of any action or proceeding, including in enforcing the foregoing indemnification) to which they may be subject or which they may suffer by reason of any claim for, any injury to, or death of, any person or persons, injury or loss, theft or damage to property (including any loss of use thereof) arising from any work, installation or thing whatsoever done (other than by Tenant or its contractors or any Tenant Parties) in or about the Premises and/or the Building by any of the Landlord Parties or arising from any condition of the Premises and/or the Building due to or resulting from any default by Landlord in the performance of Landlord's obligations under this Lease or from any wrongful act, omission (where this Lease or applicable law imposes a duty to act) or negligence of Landlord or any of the Landlord Parties;

(d) cure any violation of any Requirements, including, without limitation, the New York City building code, caused by any condition existing within the Building and not caused by Tenant, in a commercially diligent fashion, if such violation prevents or impedes Tenant from obtaining a building permit, work permit, approval or sign-off or obtaining a temporary or permanent certificate of occupancy for all or a portion of the Premises or performing and completing Tenant's Work or any other Tenant's Changes. Tenant shall reimburse Landlord for the actual and reasonable out-of-pocket cost without mark-up or surcharge of curing any violation caused by any condition created by Tenant;

(e) to execute within five (5) business days after written request, DOB forms, pre-determination application, permits and related documentation (collectively, “**DOB Applications**”) required in order for Tenant’s Work or any other Tenant’s Changes to be appropriately filed. If requested by Tenant, Landlord agrees to sign the DOB Applications prior to submission of Tenant Plans provided that Tenant Plans shall be subject to Landlord’s reasonable review as provided in Article 5 hereof. Notwithstanding the foregoing: (i) Landlord’s execution of any DOB Applications shall not be construed as approval of Tenant’s plans or specifications for any work involved; (ii) for any Tenant’s Changes which require Landlord’s prior consent under Section 5.01(e) hereof, no work may be commenced by Tenant until such final plan approval is received from Landlord in accordance with the terms and conditions of this Lease; and (iii) Tenant, at its sole expense, shall be responsible to make any corrections required by the DOB in the DOB application executed by Landlord.

ARTICLE 6

Changes or Alterations by Landlord

Section 6.01 Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building (including the Premises, provided the usable square footage of the Premises shall not be reduced by more than a *de minimus amount*) and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, escalators, stairways and other parts thereof and to erect, maintain and use pipes, ducts and conduits in and through the Premises (provided same are, to the extent possible, concealed behind then existing walls and ceilings of the Premises and, if not concealed areas, then adjacent to then existing walls and ceilings and appropriately boxed and concealed using the same materials and workmanship then existing in such portion of the Premises so that it becomes part of the existing décor of the Premises in such area of the Premises), all as Landlord may deem necessary or desirable; provided, however, Landlord agrees that the end result of any of the foregoing shall not adversely interfere with the use of the Premises and necessary facilities or access thereto. Nothing contained in this Article 6 shall relieve Tenant of any duty, obligation or liability of Tenant set forth in this Lease with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority.

Section 6.02 Landlord reserves the right to name the Building and to change the name or address of the Building at any time and from time to time. To the extent within Landlord's control, Landlord shall provide Tenant with at least sixty (60) days prior notice of any such change in the name and/or street address of the Building. Neither this Lease nor any use by Tenant shall give Tenant any easement or other right in or to the use of any door or any passage or any concourse or any plaza connecting the Building with any subway or any other building or to any public conveniences, and the use of such doors, passages, concourses, plazas and conveniences may, without notice to Tenant be regulated or discontinued at any time by Landlord. If at any time any windows of the Premises are: (i) temporarily obstructed incident to or by reason of repairs, replacements, maintenance and/or cleaning in, on, to or about the Building or any parts thereof; or (ii) permanently or temporarily closed or obstructed as a result of any reason beyond Landlord's control including applicable Requirements, then Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor or abatement of rent nor shall the same release Tenant from its obligations hereunder or constitute an eviction.

Section 6.03 Except as otherwise provided herein, including but not limited to Articles 7 and 8 and Section 17.05 of this Lease, there shall be no allowance to Tenant for a diminution of rental value, the same shall not constitute an eviction of Tenant in whole or in part and Landlord shall incur no liability whatsoever by reason of inconvenience, annoyance, or injury to business arising from Landlord, Tenant or others making any changes, alterations, additions, improvements, repairs or replacements in or to any portion of the Building or the Premises or in the Appurtenances thereof or in the taking of material in the Premises in connection therewith and no liability shall be incurred by Landlord for failure of Landlord or others to make any changes, alterations, additions, improvements, repairs or replacements in or to any portion of the Building or the Premises, or in the Appurtenances except to the extent Landlord is obligated to make repairs or replacements or to maintain the Building as provided hereunder. Nothing contained herein shall be construed as a waiver by Tenant of any of its rights (subject to the provisions of this Lease) to enforce Landlord's obligations under this Lease.

ARTICLE 7

Damage by Fire, Etc.

Section 7.01 Subject to Sections 7.02 and 7.06, if any part of the Premises shall be damaged by fire or other casualty (the “**Casualty**”), Tenant shall give prompt written notice thereof to Landlord and Landlord shall proceed with reasonable diligence to repair such damage in a good and workmanlike manner substantially to the same condition as existed before the Casualty, and if any part of the Premises shall be rendered untenable by reason the Casualty, the annual Fixed Rent and Article 26 additional rent payable hereunder and other additional rent for any service or item not then being supplied to Tenant shall be abated to the extent that such Fixed Rent and Article 26 additional rent and other additional rent for any service or item not then being supplied to Tenant relates to such part of the Premises for the period from the date of such damage to the date when such part of the Premises shall have been made tenantable or to such earlier date upon which the full Term with respect to such part of the Premises shall expire or terminate. If Landlord or any holder of any superior mortgage (as herein defined) or any lessor under any superior lease (as herein defined) shall be unable to collect insurance proceeds (including rent insurance) applicable to such damage solely because of the willful misconduct of Tenant subsequent to the Casualty, then Tenant shall be liable for any actual damages directly resulting from such willful misconduct (and not any consequential or indirect damages); provided however, in no event, shall the sum of the damages resulting therefrom exceed the amount of uncollected insurance proceeds. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, provided however, Landlord shall comply with Section 5.02(a) in performing such repair work. Tenant acknowledges and agrees that Landlord shall not: (i) carry insurance of any kind on any Appurtenances made by Tenant after the date of this Lease, Tenant’s Property, or Tenant’s Changes; or (ii) be obligated to repair any damage thereto or replace any of same, which obligation shall be the sole responsibility of Tenant.

Section 7.02 If (a) substantial alteration or reconstruction of the Building shall, in the good faith reasonable opinion of Landlord's architect, be required as a result of damage by Casualty (whether or not the Premises shall have been damaged by such Casualty), or (b) all or any material portion of the Premises shall be damaged by Casualty during the last two (2) years of the Term, then Landlord shall have the right to terminate this Lease. Notwithstanding the foregoing, Tenant shall have the right to nullify any Landlord termination under clause (b) of the preceding sentence by exercising an option to extend the Term (if available) within sixty (60) business days after Tenant's receipt of Landlord's notice of termination. If all or any material portion of the Premises shall be damaged by Casualty during the last twenty-four (24) months of the Term, then Tenant shall have the right to terminate this Lease. If either party shall have the right to terminate this Lease pursuant to this Section 7.02, it shall give to the other party within sixty (60) days after the date of such damage written notice of such termination and specifying a date, not less than one hundred and twenty (120) days after the giving of such notice (or not less than one hundred eighty (180) days after the giving of such notice in the case of a termination pursuant to clause (a) of the first sentence of this Section 7.02 where the Premises have not been damaged by such Casualty), for such termination. In the case set forth in clause (a) of the first sentence of this Section 7.02 in which Landlord shall have the right to terminate this Lease, Landlord shall act in a manner that does not discriminate against Tenant, including, without limitation terminating the leases of all similarly situated tenants in the Building to the extent Landlord is permitted to do so by the leases of such tenants.

Section 7.03 Landlord and Tenant shall each secure an appropriate clause in, or an endorsement upon, each "all risk" or "special risk" property damage policy obtained by it with respect to the Building in the case of Landlord and with respect to the Premises and/or Tenant's Property in the case of Tenant pursuant to which the respective insurance companies shall waive subrogation or permit the insured, prior to any loss, to waive any claim it might have against the other (including, in the case of Landlord, for the benefit of Tenant's subtenants at all levels as herein permitted), including but not limited to the waivers contained in Section 7.04 hereof. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party.

Section 7.04 Notwithstanding any other provision of this Lease to the contrary (other than the second sentence of Section 7.01) with respect to any property whether insured or not, each party hereby releases the other and its partners, members, principals, agents, employees, officers, directors and shareholders with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be). Nothing in this Section 7.04 shall relieve Tenant or Landlord of its obligations to make repairs to the Premises in accordance with the terms of this Lease.

Section 7.05 This Lease shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof by Casualty, and Section 227 of the Real Property Law of the State of New York providing for such a contingency in the absence of express agreement, and any other law of like import now or hereafter in force, shall have no application in such case.

Section 7.06 Notwithstanding anything contained herein to the contrary, in the event that any portion of the Premises shall be substantially damaged by Casualty and restoration is not substantially completed by Landlord within nine (9) months after the occurrence of said casualty, subject to reasonable extensions not to exceed three (3) additional months for circumstances beyond Landlord's reasonable control pursuant to Section 21.01 hereof (the "**Restoration Period**"), then Tenant shall be entitled to terminate this Lease provided Landlord receives a termination notice (which shall be deemed irrevocable) from Tenant within sixty (60) business days after the expiration of the Restoration Period (TIME BEING OF THE ESSENCE). In the event that Landlord does not receive said notice within said sixty (60) business day period, then Tenant's right to terminate pursuant to this Section 7.06 shall be void and of no further force or effect. Notwithstanding anything contained herein to the contrary, in the event that Landlord's architect or engineer reasonably and in good faith estimates (a copy of which estimate (the "**Restoration Period Estimate**") will be given to Tenant within sixty (60) days following the casualty) (or, if applicable, the determination of a Third Party Architect or Engineer as provided below) that it will take longer than nine (9) months (excluding circumstances beyond Landlord's reasonable control) from the date of the Casualty to substantially complete such restoration, then Tenant, shall be entitled to terminate this Lease by giving notice to Landlord of its election to do so within sixty (60) business days after receipt of such architect's or Third Party Architect or Engineer's estimate (TIME BEING OF THE ESSENCE), which notice shall specify a date for the termination of this Lease, not more than one hundred fifty (150) days after the giving of such notice. The estimate of Landlord's architect or engineer shall be agreed to by Tenant's architect or engineer and failing such agreement, the estimate of a third architect or engineer

selected by Landlord's architect or engineer and Tenant's architect or engineer shall govern. If Landlord's architect or engineer and Tenant's architect or engineer shall fail to select a third architect or engineer, the selection of the third architect or engineer shall be determined by submitting the question for decision to the Chairman of the Board of Directors of the Management Division of the Real Estate Board of New York, Inc., or to such impartial person as he/she may designate, whose determination shall be final and conclusive upon the parties hereto.

ARTICLE 8

Condemnation

Section 8.01 (a) In the event that the whole of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use by a competent condemning authority (any such lawful condemnation or taking, a "**Taking**"), this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title.

(b) In the event of a Taking of more than ten percent (10%) of the rentable area of the Premises, Tenant shall have the right (but not the obligation) to terminate this Lease within one hundred twenty (120) days following the date on which Tenant shall have received notice of vesting of title of the portion of the Premises taken. If Tenant shall provide Landlord with such notice of termination, this Lease and the term and estate hereby granted shall expire as of the date specified therefor in such notice (but not less than thirty (30) days after the giving of such notice).

(c) In the event of a Taking of less than ten percent (10%) of the rentable area of the Premises then, (i) this Lease shall not terminate, (ii) effective as of the date of vesting of title, the Fixed Rent and Article 26 additional rent hereunder shall be reduced in an amount thereof apportioned according to the area of the Premises so condemned or taken and (iii) Landlord will, with reasonable diligence and at its expense, restore the remainder of the Premises as closely as practicable to the same condition as the Premises existed in prior to such Taking; provided, however, that Landlord shall not be obligated to repair any damage to Tenant's Property or replace the same.

(d) In the event of a Taking of the whole Building then this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. In the event of a Taking of such portions of the Building that are critical or necessary for the proper functioning, use and occupancy of the Building, then Landlord (whether or not the Premises be affected) may, at Landlord's option, terminate this Lease by notifying Tenant in writing of such termination within one hundred twenty (120) days following the date on which Landlord shall have received notice of vesting of title; provided, however that Landlord shall also terminate the leases of all other tenants in the Building.

Section 8.02 In the event of a termination of this Lease pursuant to Section 8.01 of this Article 8, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the full Term, and the Fixed Rent and Article 26 additional rent payable hereunder shall be apportioned as of such date.

Section 8.03 Except as otherwise set forth in Section 8.04 below, in the event of any Taking hereinbefore mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award. The foregoing shall not prohibit Tenant's independent claim for the value of Tenant's trade fixtures and moving expenses and any other claim permitted under law so long as any award made to Tenant based upon such claim does not reduce the award otherwise payable to Landlord.

Section 8.04 In the event of a Temporary Taking (as hereinafter defined) of all or any portion of the Premises, this Lease shall not terminate and Tenant shall continue to perform or observe all of Tenant's obligations hereunder as though such Temporary Taking had not occurred, except to the extent that Tenant may be prevented from so doing because such Temporary Taking interferes with or prevents the lawful use and occupancy of the Premises or the portion thereof affected by the Temporary Taking. In the event of such Temporary Taking, Tenant shall be entitled to receive the award with respect to the Premises or portion thereof covered by such Temporary Taking (whether paid as damages, rent or otherwise), unless the period of occupancy extends beyond the termination of this Lease, in which case Landlord shall be entitled to such part of such award as shall be properly allocable to the cost of restoration of the Premises and the balance of said award shall be apportioned between Landlord and Tenant as of the scheduled Expiration Date. Notwithstanding the foregoing, the Fixed Rent and

Article 26 additional rent hereunder shall abate during the period of a Temporary Taking in proportion to the amount of the Fixed Rent and Article 26 additional rent not covered by the amount of the award. For purposes of this Article 8 and notwithstanding anything contained in this Section 8.04 to the contrary, a “**Temporary Taking**” shall mean a Taking for a period of no more than eighteen (18) months. Any taking that is initially described as a Temporary Taking but which exceeds eighteen (18) months shall be deemed a permanent Taking governed by the terms and conditions of Sections 8.01-8.03, as applicable.

ARTICLE 9

Compliance with Laws

Section 9.01 Subject to Section 9.04 hereof, Tenant, at Tenant’s expense, shall comply with all Requirements at any time duly issued or in force, applicable to the Premises or any part thereof or to the use or alteration thereof, except that Tenant shall not hereby be under any obligation to comply with applicable Requirements unless such compliance is required by reason of a condition which has been created by, or at the instance of Tenant, or is attributable to the specific manner of use (as opposed to mere office use) to which Tenant puts the Premises, or Tenant’s alteration thereof, or is required by reason of a breach of any of Tenant’s covenants and agreements hereunder.

Section 9.02 Landlord, at its sole cost and expense (but subject to recoupment as and to the extent provided in Article 26 hereof), shall comply with all Requirements applicable to the Building other than those Requirements with which Tenant or other tenants or occupants of the Building shall be required to comply, but only to the extent non-compliance would adversely affect Tenant’s use of the Premises (including reasonable access thereto) or Tenant’s use of the Building, subject to Landlord’s right to contest the applicability or legality thereof. Landlord hereby represents that, to its knowledge, as of the date hereof the Building is in compliance with all Requirements as to which non-compliance would adversely affect Tenant’s right to access, occupy and use the Premises for the uses expressly permitted hereunder. If any violation of any Requirement which Landlord is obligated to comply with pursuant to the terms hereof shall materially delay or prevent the performance of Tenant Changes, including, without limitation, obtaining any permits in connection therewith, Tenant shall notify Landlord of same, which notice shall include a detailed description of the delay or prevention caused by such non-compliance and a detailed description of the aspect of such Tenant Change subject to such delay or prevention. Landlord shall promptly commence and diligently prosecute to completion the cure and removal of such violation.

Section 9.03

For purposes of this Lease, the term “**Requirements**” shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities now existing or hereafter created, and of any and all of their departments and bureaus, affecting the Land, Building and Premises or any portion thereof, as applicable, or any street, avenue or sidewalk comprising a part of or in front of the Building or the Land or any vault in or under the Land or the Building, or requiring removal of any encroachment, or affecting the maintenance, use or occupation of the Land, Building and Premises or any portion thereof.

Section 9.04

(A) Provided that Tenant is not then in monetary or material non-monetary default beyond the expiration of any applicable notice, grace and cure periods, Tenant, at its sole cost and expense, may contest (herein, the “Contest”), by appropriate legal proceedings conducted in good faith and with due diligence, any Requirements, which relate to Tenant’s use and/or occupancy of the Premises or any part thereof, provided that (a) neither the Premises, nor the Building, nor the Building’s Certificate of Occupancy, nor any rent therefrom, nor any parts thereof or interest therein, would be in any immediate danger of being sold, forfeited, attached, impaired or lost due to such Contest and/or Landlord would not be in default under any financing encumbering the Land or Building or any ground lease, (b) Landlord would not be subject to any criminal liability for failure to comply therewith pending the outcome of such proceedings and such proceedings would not, in Landlord’s reasonable judgment, pose any danger to persons or property, (c) in the case of a monetary imposition or other civil liability, Tenant shall post a bond or furnish such other security as reasonably may be required by Landlord, (d) if such Contest be finally resolved against Tenant, Tenant shall promptly pay the amount required to be paid together with all interest and penalties accrued thereon, or comply with the applicable Requirements, (e) Landlord shall (at no cost to Landlord) reasonably cooperate with Tenant in such Contest to the extent such cooperation does not, in Landlord’s reasonable opinion, have any adverse impact on Landlord or the Building and Tenant shall keep Landlord informed as to the process of such Contest, and (f) nothing contained in this Section 9.04 shall: (i) give Tenant any rights to contest or appeal any assessment of Real Estate Taxes; or (ii) be detrimental, in Landlord’s reasonable judgment, to the Building, Land, Landlord or any of its occupants, or (iii) increase any obligation of Landlord under this Lease, adversely affect any right of Landlord under this Lease or relieve Tenant of, or diminish any of Tenant’s obligations under this Lease. Tenant shall not undertake any such Contest without first providing Landlord no less than thirty (30) days’ prior written notice of its intention to institute a Contest.

(B) Tenant shall defend, indemnify and hold harmless Landlord, the Landlord Parties and the underlying Indemnitees from and against any and all claims arising out of the Contest, together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorney's fees.

ARTICLE 10

Accidents to Plumbing and Other Systems

Section 10.01 Upon obtaining actual knowledge thereof, Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in, any part or appurtenance of the Building's plumbing, electrical, heating, air conditioning (excluding any supplemental air conditioning units and equipment and servicing the Premises which shall be Tenant's responsibility to repair, maintain and replace) or other systems serving, located in, or passing through the Premises (collectively, the "**Systems**"), provided however, failure by Tenant to give such notice shall not be deemed a default under this Lease. Following such notice (or if Landlord otherwise has or receives knowledge thereof), any such damage to or defective condition of the Systems shall be remedied by Landlord with reasonable diligence, but if such damage or defective condition was caused by, or resulted solely from the improper use by, Tenant or by the employees, agents, licensees or invitees of Tenant (the "**Tenant Parties**"), Landlord's reasonable charge for the remedy thereof shall be paid by Tenant. Tenant shall not be entitled to claim any eviction by reason of any such damage or defective condition or any damages (other than any abatement expressly provided for herein, including any abatement provided for in Section 17.05 hereof) arising from any such damage or defective condition unless the same shall have been caused by the act, omission (where there is a duty to act imposed by this Lease or applicable law), negligence, misconduct or breach of this Lease by Landlord in the operation or maintenance of the Premises or Building and the same shall not have been remedied by Landlord with reasonable diligence (and in any event within two (2) business days or such longer period as is reasonably required provided Tenant shall be entitled to its abatements provided for in Section 17.05 hereof) after written notice thereof from Tenant to Landlord.

Section 10.02 Landlord shall, at its sole cost and expense (except as otherwise provided in Section 5.01(a) hereof), keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the Building, the Systems and all parts thereof, including structural elements, life-safety, plumbing, electrical and HVAC systems within the Building which generally service the Building and are required in the normal maintenance and operation of the Building and shall provide such services and operate, maintain and repair the Building (excluding the Premises and other tenant space in the Building) so that the same shall be kept, operated and maintained in a manner and condition consistent with comparable first-class office buildings located in midtown Manhattan similar to the Building (“**Comparable Buildings**”).

ARTICLE 11

Notices and Service of Process

Section 11.01 (a) Except as otherwise expressly set forth herein, any notice, consent, approval, demand or statement hereunder by either party to the other party shall be in writing (whether or not so specified in any particular provision of this Lease) and shall be deemed to have been duly given only if sent by: (i) certified mail, return receipt requested, or (ii) by hand delivery (requiring signed receipt), or (iii) by nationally recognized overnight courier with next business day delivery (requiring signed receipt), or (iv) by electronic mail, but only in those limited instances where provision for notice by electronic mail is expressly provided for in other sections of this Lease (e.g. for access to the Premises or for overtime services), in either event addressed to such other party as follows:

If to Landlord:

c/o Paramount Group, Inc., 1633 Broadway, Suite 1801, New York, NY 10019; Attn: Senior Vice President – Counsel, Leasing & Property Management

with copies to:

c/o Paramount Group, Inc., 1633 Broadway, Suite 1801, New York, NY 10019; Attn: Senior Vice President-Property Management

And:

c/o Paramount Group, Inc. 1633 Broadway, Suite 1801, Building Office, New York, NY 10019 Attn: Property Manager.

If to Tenant:

229 West 43rd Street, 5th Floor, New York, NY 10036, Attn: Vice President of Technical Operations, until Tenant occupies the Premises for the conduct of its business and thereafter, at the Premises, Attn: Vice President of Technical Operations

and

229 West 43rd Street, 5th Floor, New York, NY 10036, Attn: Legal Department until Tenant occupies the Premises for the conduct of its business and thereafter, at the Premises, Attn: Legal Department

with copies of default notices only to:

Westerman Ball Ederer Miller Zucker & Sharfstein, LLP, 1201 RXR Plaza, Uniondale, NY 11556, Attn: Robert S. Marshall, Jr., Esq.

Either party may at any time change the address for such notices, consents, approvals, demands or statements by mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address. If the term "Tenant", as used in this Lease, refers to more than one person, any notice, consent, approval, demand or statement given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant. Any notice, consent, approval, demand or statement given pursuant to the above shall be deemed received on the day of delivery (with signed receipt) or rejection, as the case may be.

(b) Landlord and Tenant acknowledge and agree that with the exception of disputes arising under Sections 7.06, 26.10, 32.01 and 33.04, all disputes arising, directly or indirectly, out of or relating to this Lease should be dealt with by application of the laws of the State of New York and adjudicated in the state courts of the State of New York sitting in New York County or the Federal courts sitting in the State of New York in New York County; and Landlord and Tenant each hereby expressly and irrevocably submit to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Lease. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners permitted by law, shall be necessary in order to confer jurisdiction upon such party in any such court. Provided that service of process is effected upon Landlord or Tenant, as the case may be, in one of the manners permitted by law, such party irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise: (i) any objection which it may have, or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in this Section 11.01(b); (ii) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of the above-named courts.

(c) Notwithstanding anything contained in this Lease to the contrary, bills for additional rent shall be deemed to have been duly given if sent to Tenant only (and no other party need receive it in order for the same to be deemed duly given) by first class mail (and which need not be registered, certified or return receipt requested) or by messenger or recognized overnight courier without, in any case, the requirement of a signed receipt.

Section 11.02 Any notice provided by Landlord to Tenant prior to Landlord's receipt of notice of an assignment of this Lease shall be binding on such assignee regardless of whether such assignee received a copy of such notice. Any outcome of any action that Landlord may institute against Tenant prior to Landlord's receipt of notice of an assignment of this Lease shall be binding upon any such assignee regardless of whether such assignee was a party to such action. This Section 11.02 shall not be construed as negating the requirement of obtaining Landlord's prior written consent under Article 25 in those instances where the same is required.

ARTICLE 12

Conditions of Limitation

Section 12.01 This Lease and the term and estate hereby granted are subject to the limitation that:

(a) in case Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant and such involuntary petition is not dismissed within ninety (90) days after the filing thereof,

(b) in case a petition is filed by or against Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, unless such petition under said reorganization provisions be one filed against Tenant which is dismissed within ninety (90) days after its filing,

(c) in case a receiver, trustee or liquidator shall be appointed for Tenant or of or for all or substantially all of the property of Tenant, and such receiver, trustee or liquidator shall not have been discharged within ninety (90) days from the date of his appointment,

(d) in case Tenant shall default in the payment of any Fixed Rent or any recurring (on a monthly basis at the time of such default) additional rent payable hereunder by Tenant to Landlord on any date upon which the same becomes due, and such default shall continue for five (5) business days' after Landlord shall have given to Tenant a written notice specifying such default; or in case Tenant shall default in the payment of any non-recurring additional rent payable by Tenant to Landlord hereunder on any date upon which the same becomes due, and such default shall continue for ten (10) business days' after Landlord shall have given to Tenant a written notice specifying such default,

(e) in case Tenant shall default in the due keeping, observing or performance of any covenant, agreement, term, provision or condition of Section 3.01 hereof on the part of Tenant to be kept, observed or performed and if such default shall continue and shall not be remedied by Tenant within five (5) business days after Landlord shall have given to Tenant a written notice specifying the same, or

(f) in case Tenant shall default in the due keeping, observing or performance of any of Tenant's obligations hereunder (other than a default of the character referred to in clauses (d) or (e) of this Section 12.01), and if such default shall continue and shall not be remedied by Tenant within twenty (20) days after Landlord shall have given to Tenant a written notice specifying the same, or, in the case of such a default which for causes beyond Tenant's control (which shall not include insufficiency of funds) cannot with due diligence be cured within said period of twenty (20) days, if Tenant: (i) shall not within such twenty (20) day period after the giving of such notice, advise Landlord in writing of Tenant's intention to take all steps necessary to remedy such default with due diligence; (ii) shall not, within such twenty (20) day period duly institute and thereafter diligently prosecute to completion all steps necessary to remedy the same; and (iii) shall not remedy the same within such additional reasonable time after the expiration of such twenty (20) day period,

(g) in case any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof has, by operation of law or otherwise, devolved upon or passed to any firm, association, corporation, person or entity other than Tenant except as expressly permitted under Article 25 hereof,

then, in any of said cases, Landlord may give to Tenant a notice of intention to end the Term at the expiration of five (5) days from the date of the giving of such notice, and, in the event such notice is given, the expiration of said five (5) day period shall become the Expiration Date, but Tenant shall remain liable for damages as provided in this Lease. Except as otherwise provided herein, the specified conditions of limitation in this Article 12 are not intended to be exclusive of Landlord's remedies at law or in equity and Landlord may invoke any additional remedies and/or rights which it may have at law or in equity.

ARTICLE 13

Re-entry by Landlord

Section 13.01 If this Lease shall terminate as provided in Article 12 hereof provided, Landlord or Landlord's agents may immediately or at any time thereafter re-enter the Premises, or any part thereof, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force to the extent permitted by applicable Requirements, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entering" as used in this Lease are not restricted to their technical legal meanings.

Section 13.02 In the event of any termination of this Lease under the provisions of Article 12 hereof or in the event that Landlord shall re-enter the Premises under the provisions of this Article 13 or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossession or other proceeding or action or other measure undertaken by Landlord for the enforcement of its aforesaid right of re-entry or any provision of law (any such termination of this Lease being herein called a "**Default Termination**"), Tenant shall thereupon pay to Landlord the Fixed Rent, additional rent and any other charge payable hereunder by Tenant to Landlord up to the time of such Default Termination or of such recovery of possession of the Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 14 hereof. Also, in the event of a Default Termination Landlord shall be entitled to retain all moneys, if any, paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such moneys shall be credited by Landlord against any Fixed Rent, additional rent or any other charge due from Tenant at the time of such Default Termination or, at Landlord's option, against any damages payable by Tenant under Article 14 hereof, provided that Landlord shall promptly return any excess to Tenant.

Section 13.03 In the event of a breach or threatened breach on the part of either Landlord or Tenant of its respective obligations hereunder, Landlord and Tenant shall each have the right to seek injunction against the breaching party. Except as otherwise provided herein, the specified remedies to which Landlord or Tenant may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant, as the case may be, may lawfully be entitled at any time and, except as otherwise provided herein, Landlord or Tenant, as the

case may be, may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

ARTICLE 14

Damages

Section 14.01 In the event of a Default Termination of this Lease, Tenant will pay to Landlord as damages, sums equal to the aggregate of the Fixed Rent and the additional rent under Article 26 (if any) which would have been due and payable by Tenant during the remainder of the term had this Lease not terminated by such Default Termination, in which case such liquidated damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Default Termination of this Lease and continuing until the scheduled Expiration Date but for such Default Termination; provided, however, that if Landlord shall relet all or any part of the Premises for all or any part of said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting until the scheduled Expiration Date, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease and of re-entering the Premises and, to the extent applicable, of securing possession thereof, as well as the reasonable expenses of reletting, including altering and preparing the Premises for new tenants, reasonable and customary brokers' commissions and all other reasonable expenses properly chargeable against the Premises and the rental therefrom in connection with such reletting, it being understood that any such reletting may be for a period equal to or shorter or longer than said period; provided, further that: (i) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder; (ii) in no event shall Tenant be entitled, in any suit for the collection of damages pursuant to this clause (b), to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Landlord; and (iii) if the Premises or any part thereof should be relet in combination with other space, then appropriate apportionment on a square foot rentable area basis shall be made of the rent received from such reletting and of the expenses of reletting. Landlord shall have no obligation whatsoever to mitigate its damages upon Tenant's default under this Lease and Landlord shall not be liable in any way whatsoever for the failure to relet all or any portion of the Premises.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall not have any right to accelerate the Fixed Rent, additional rent and other amounts payable hereunder.

Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election commencing at any time following a Default Termination, and nothing contained herein shall be deemed to require Landlord to postpone suit until the scheduled Expiration Date.

Section 14.02 Except as may be limited by the terms of this Lease, neither Landlord nor Tenant shall be precluded from recovery against the other party for sums or damages to which such party may lawfully be entitled by reason of any uncured default hereunder on the part of the breaching party. Except in such instances where a court of competent jurisdiction has determined that Landlord has acted in an arbitrary and capricious manner or in bad faith, Tenant shall make no claim for money damages wherever in this Lease it is provided that Landlord shall not unreasonably withhold or delay any consent or approval, in the event that Landlord shall unreasonably withhold or delay such consent or approval, nor shall Tenant claim any such money damages by way of setoff, counterclaim or defense.

Section 14.03 Notwithstanding any provision of this Lease to the contrary, in no event shall Landlord, any Landlord Parties, any Underlying Indemnitee or Tenant or any Tenant Party be liable for consequential, incidental or punitive damages in connection with any claimed or actual breach of this Lease or under any provision of this Lease, including any indemnification.

ARTICLE 15

Waivers by Tenant

Section 15.01 Tenant, for Tenant, and on behalf of any persons or entities claiming through or under Tenant, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease for the full term hereby demised after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the termination of this Lease as herein provided or pursuant to applicable Requirements. If Landlord commences any summary proceeding, Tenant agrees that Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding (except compulsory counterclaims).

ARTICLE 16

Waiver of Trial by Jury

Section 16.01 It is mutually agreed by and between Landlord and Tenant that, except in the case of any action, proceeding or counterclaim brought by either of the parties against the other for personal injury or property damage, the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of landlord and tenant with respect to the Premises, Tenant's use or occupancy of the Premises, and any emergency or any other statutory remedy relating to this Lease or the Premises.

ARTICLE 17

Elevators, Cleaning, Heating, Air Conditioning, Services, Etc.

Section 17.01 The passenger elevators that service the Premises shall be subject to call during Business Hours, subject to interruptions for energy conservation requirements, repairs or maintenance as permitted by this Lease, for temporary dedications for use by Landlord (no more than one (1) elevator at a time for these temporary dedications) and for compliance with any applicable Requirements. "**Business Hours**", as used in this Lease, means the hours of 8:00 A.M. to 6:00 P.M. of days other than Saturdays, Sundays and holidays observed by the State or Federal Government as legal holidays and such days as may now or hereafter be celebrated as holidays under the contract from time to time in effect between Locals 32B and 32J of the Buildings' Service Employees Union AFL-CIO (and successor thereto) and the Real Estate Advisory Board, Inc. (and any successor thereto). Subject to the other applicable provisions of this Lease, at least one of the passenger elevators that service the Premises shall be available during non-Business Hours twenty-four (24) hours per day, three hundred and sixty-five (365) days per annum.

Section 17.02 Landlord will cause the Premises to be cleaned in accordance with the specifications attached hereto as Exhibit D (provided Landlord shall not be required to clean portions of the Premises to the extent Tenant interferes with Landlord's ability to clean such portions in accordance with the customs of Comparable Buildings), except any private/executive bathrooms (but Landlord, at Landlord's expense, shall clean core restrooms, including floors, walls, counters, sinks and toilets) and/or any portions of the Premises which may be used for the preparation, dispensing or consumption of food or beverages or for storage, shipping room, or similar purposes (including pantries, conference rooms, training rooms, and mail rooms) or for the operation of a computer, data processing or similar operation, all of which portions Tenant shall cause to be kept clean at Tenant's own expense. If Tenant notifies Landlord of any deficiencies in the quality of the Exhibit D cleaning services provided by the cleaning contractor designated by Landlord from time to time as the Building's cleaning contractor (the "**Building Cleaning Contractor**"), Landlord shall use good faith efforts to address in a prompt manner such objections with the Building Cleaning Contractor, provided however, nothing contained herein shall be construed to require Landlord to remove or replace the Building Cleaning Contractor. As of the date of this Lease, Landlord's current Building Cleaning Contractor is American Building Maintenance (ABM). To the extent that Tenant shall have cleaning requirements beyond those set forth in Exhibit D ("**Overstandard Cleaning Requirements**"), subject to the provisions of this Section 17.02, Tenant shall use, at Tenant's option, the Building Cleaning Contractor or Tenant's employees to perform such Overstandard Cleaning Requirement; provided, however that Tenant's use of its employees shall not result in labor disharmony (Landlord agreeing to cooperate, without cost to Landlord, with Tenant to try to mitigate same) or create any material risk of damage to the Building or Building Systems) and provided further that any Building Cleaning Contractor affiliated with Landlord shall perform the cleaning requirements required to be performed by it in a first class manner and shall charge rates that are commercially competitive with third party contractors for such services. Except as otherwise specifically provided for in this Lease, to the extent Landlord is not required to provide a particular Building service to Tenant, Tenant may utilize its employees (provided Tenant's use of its employees shall not result in labor disharmony and Landlord agreeing to cooperate, without cost to Landlord, with Tenant to mitigate the same) or engage third parties to perform such services, subject in all instances to Landlord's reasonable approval of Tenant's engagement of such third party service provider and to all applicable provisions of this Lease.

Section 17.03

Landlord shall, through the heating, ventilation and air conditioning system (“HVAC”), furnish to, and distribute in, the Premises heating and/or air conditioning during Business Hours as is necessary to meet the specifications in Exhibit C attached hereto; provided, however, that Landlord shall not be liable for uncomfortable conditions in the Premises if the cause of the uncomfortable conditions is due to the fact that Tenant’s cooling/heating needs are over and above the capacity/specifications of the Building’s HVAC system set forth in Exhibit C. Tenant agrees to lower and close the blinds when reasonably necessary because of the sun’s position whenever said HVAC system is in operation and Tenant agrees at all times to cooperate reasonably with Landlord and to abide by all the requirements set forth in the Rules and Regulations for the proper functioning and protection of said HVAC system. Landlord shall at all times have free and unrestricted access to any and all HVAC facilities in the Premises in accordance with the provisions of this Lease.

Section 17.04

Landlord will, when and to the extent requested by Tenant, furnish freight elevator, HVAC beyond Business Hours, or additional cleaning services (collectively “**Additional Services**”) upon such rates (the “**Additional Service Rates**”), terms and conditions as shall be determined by Landlord for the Building generally in its sole, but reasonable discretion (but in all events at rates competitive with those charged in Comparable Buildings from time to time) and promulgated to Tenant from time to time; provided, that Tenant gives Landlord notice of its request for Additional Services prior to 2:00 p.m. on the same day such Additional Services are required with respect to service on business days and prior to 2:00 p.m. on the immediately preceding business day with respect to Additional Services on non-business days. If Additional Services are requested after such times, Landlord shall use reasonable efforts to accommodate such requests. Tenant shall pay to Landlord as additional rent within thirty (30) days after receipt from Landlord of an invoice setting forth Landlord’s charges based on the Additional Service Rates for such Additional Services. Overstandard Cleaning Requirements shall include, without limitation, (a) any cleaning of the Building or any part thereof required because of the negligence of Tenant or the cleaning of any unusual stains from floors or walls caused by any food or beverages, (b) any cleaning done at the request of Tenant of any portions of the Premises which may be used for private/executive bathrooms and/or the preparation, dispensing or consumption of food or beverages or for storage, shipping room, or similar purposes (excluding conference rooms, training rooms, pantries, and mail rooms) or for the operation of computer, data processing or similar equipment, and (c) the removal of any of Tenant’s refuse and rubbish from the Building, except refuse and rubbish arising from using the Premises for the uses permitted hereunder and ordinary cleaning by Landlord as specified in Section 17.02 hereof. Tenant understands that all: (i) deliveries and removals of construction tools, materials, equipment etc. in connection with Tenant’s Changes or surrender of the

Premises; and/or (ii) deliveries and removals of furniture and personal property in connection with Tenant's move-in to and vacating of the Premises, shall be done during non-Business Hours. Subject to Building rules and regulations and mutually agreeable scheduling: (i) Tenant shall have use of the loading dock and freight elevator on a non-exclusive basis during Business Hours and on a reserved exclusive basis after Business Hours; and (ii) Tenant shall be entitled to receive one hundred and fifty (150) hours of free overtime freight elevator service during Tenant's move into the Premises on an exclusive basis. Tenant agrees at all times to exclusively utilize the rubbish contractor which Landlord from time to time designates as the Building's rubbish contractor, provided such contractor's cost are commercially competitive.

Section 17.05 Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to stop or interrupt any HVAC, elevator, escalator, lighting, gas, steam, plumbing, power, electricity, water, condenser water, cleaning or other service and to stop or interrupt the use of any Building facilities at such times as may be necessary and for as long as may reasonably be required by reason of accidents, strikes, or the making of repairs, maintenance or replacements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by reason of causes beyond the reasonable control of Landlord. No such stoppage or interruption shall entitle Tenant to any diminution or abatement of rent or other compensation nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of any such stoppage or interruption; provided, however if all or more than ten percent (10%) of any floor of the Premises (and Tenant does not occupy such affected portion for the normal conduct of business) shall be rendered untenable or inaccessible for a period in excess of five (5) consecutive days for any reason, including any circumstance beyond Landlord's reasonable control, then Tenant shall, as its sole and exclusive remedy, be entitled to an abatement of the Fixed Rent and Article 26 additional rent payable hereunder (on a prorata square foot basis) commencing on the sixth(6th)day (or any such earlier date to the extent Landlord receives rent loss insurance proceeds therefor), and continuing until the day upon which the affected portion of the Premises becomes tenable/accessible. Tenant shall not be entitled to the abatement provided in this Section 17.05 at any time (and for the length of time) that Tenant is in monetary default beyond any applicable notice, grace and cure periods of any of the terms or conditions of this Lease and/or if Tenant's breach of this Lease, negligence or willful misconduct caused the circumstances which gave rise to the inaccessibility or untenability. The aforesaid condition that the interruption shall not be the result of any negligence or willful misconduct of Tenant or any breach of this Lease (other than a monetary default beyond any applicable notice, grace and cure periods) shall be waived to the extent Landlord receives rent loss insurance proceeds covering the amount of the rent abatement to which Tenant would be entitled under this Section 17.05. Landlord

agrees to make reasonable efforts to limit the duration of any such stoppage or interruption but shall not be required to perform the same on an overtime or premium pay basis beyond what would be customary for Comparable Buildings, unless Tenant agrees in writing to reimburse Landlord for the cost of such overtime or premium pay basis or unless such stoppage or interruption materially interferes with the use of the Premises for the conduct of its business. Landlord shall provide Tenant with at least ten (10) days prior written notice of any known or anticipated stoppage or interruption of service and in the event that Tenant shall reasonably determine that such proposed stoppage of service shall materially interfere with the conduct of its business, then Tenant shall so inform Landlord within five (5) days after the giving of Landlord's notice and Landlord shall use commercially reasonable efforts to reschedule the anticipated stoppage or interruption of service for a time reasonably satisfactory to Tenant.

Section 17.06 Tenant acknowledges that the operation of elevators and HVAC equipment will cause some vibration, noise, heat or cold which may be transmitted to other parts of the Building and Premises. Landlord shall be under no obligation to endeavor to reduce such vibration, noise, heat or cold beyond what is customary in current good building practice for buildings of the same first-class nature as the Building in the midtown area of the Borough of Manhattan.

Section 17.07 Use of the term “**Building Standard**” or similar terminology in this Lease or in the exhibits attached hereto, shall mean Landlord’s standard criteria, requirements or specifications (qualitatively based or quantitatively based) used in connection with maintenance, work or improvements in the Building, which standards shall be consistent with the Comparable Building standard set forth in Section 10.02 hereof.

Section 17.08 (a) Subject to the other terms and conditions of this Lease and such reasonable security regulations as Landlord may promulgate from time to time, Landlord agrees that Tenant shall have twenty-four (24) hours per day, three hundred and sixty-five (365) days per annum access to the Premises utilizing the elevators that service the Premises in accordance with Section 17.01 above.

(b) Tenant shall have the right, at its sole expense, to install a security system within the Premises using a contractor designated by Landlord (provided such contractor’s rates are competitive). Tenant’s use of such security system shall not interfere by more than a *de minimis* extent with Landlord’s obligation to provide services to the Premises or other tenants in the Building or perform any work under this Lease or have access to the Premises. Tenant shall reimburse Landlord, within thirty (30) days after demand, together with reasonable back-up documentation, for Landlord’s actual out-of-pocket costs incurred by Landlord in connection with the integration of Tenant’s security system into the Building’s security system. Landlord shall in no way be liable to Tenant for any loss, damage or expense which Tenant may sustain or incur by reason of any failure, inadequacy or defect in Tenant’s connection into Landlord’s security system.

Section 17.09 Tenant shall have the right to install supplemental HVAC units and equipment in the Premises as part of Tenant’s Changes (including, without limitation, Tenant’s Work) and Tenant shall have the right to operate such supplemental HVAC units utilizing thermostat controls installed in the Premises. Landlord shall make available (subject to interruptions pursuant to Section 17.05 hereof) on a twenty-four (24) hours per day, seven (7) days per week basis up to fifty-six (56) tons per annum of condenser water, the actual number of tons for the Premises shall be requested by Tenant within six (6) months after the Term Commencement Date, which tonnage may be allocated among the floors of the Premises at Tenant’s discretion. Notwithstanding anything to the contrary contained herein, Tenant shall have the option (which option may be exercised in part from time to time) of: (A) reducing the tonnage of condenser water furnished to the Premises upon reasonable written notice to Landlord, which notice shall specify the amount of condenser water that Tenant desires to return to Landlord and any work required in connection therewith shall be at Tenant’s sole

expense; (B) requiring Landlord to furnish additional condenser water (the “**Additional Tonnage**”) to the Premises upon reasonable written notice to Landlord, which notice shall set forth the specific Additional Tonnage desired by Tenant, provided however: (i) Tenant demonstrates the need for the Additional Tonnage to Landlord’s reasonable satisfaction; (ii) Tenant shall, at its sole expense, be responsible for all costs associated with such Additional Tonnage (and any costs payable to Landlord in connection therewith must be reasonable and actual out-of-pocket costs); and (iii) the Building shall have additional condenser water available as determined by Landlord in its sole, but reasonable discretion. Tenant shall pay to Landlord, together with payments of Fixed Rent and in equal monthly installments as additional rent, the amount of \$650.00 per ton per annum for such condenser water as and commencing when requested initially or as decreased or increased as set forth above (irrespective of actual usage). Tenant shall not be obligated to pay Landlord’s tap-in charge for any condenser water which Tenant reserves. Tenant, as part of Tenant’s Changes (including, without limitation, Tenant’s Work), shall, at its sole expense, make all installations (including, without limitation, a pumping station) and connections required to obtain such condenser water.

ARTICLE 18

Lease Contains All Agreements--No Waivers

Section 18.01 This Lease contains all the covenants, agreements, terms, provisions and conditions relating to the leasing of the Premises hereunder, and Tenant acknowledges that neither Landlord nor Landlord’s agents have made, and Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements, except to the extent that the same may expressly be set forth in this Lease.

Section 18.02 The failure of either party to insist in any instance upon the strict performance of any provision of this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such provision or election, but the same shall continue and remain in full force and effect, provided however, the foregoing shall not be construed as extending the time in which either party is obligated to exercise any rights under this Lease, which by the terms hereof must be exercised within a specified period. No waiver or modification by either party of any provision of this Lease or other right or benefit shall be deemed to have been made unless expressed in writing and signed by the party against whom enforcement is sought. No surrender of the Premises or of any part thereof or of any remainder of the Term shall be valid unless accepted by Landlord in writing. Any breach by Tenant of any provision of this Lease shall not be deemed waived by (a) the receipt and retention

by Landlord of Fixed Rent or additional rent from anyone other than Tenant or (b) the acceptance of such other person as a tenant or (c) a release of Tenant from the further performance by Tenant of the provisions of this Lease or (d) the receipt and retention by Landlord of Fixed Rent or additional rent with knowledge of the breach of any provision of this Lease. No payment by Tenant or receipt or retention by Landlord of a lesser amount than any Fixed Rent or additional rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as such rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided. No payment by Landlord or receipt or retention by Tenant of a lesser amount than any amount payable by Landlord to Tenant shall be deemed to be other than on account of the total amount due, nor shall any endorsement or statement of any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Tenant may accept such check or payment without prejudice to Tenant's right to recover the balance of such amount owed or pursue any other remedy in this Lease provided. No executory agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

ARTICLE 19

Parties Bound

Section 19.01 The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representative of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 25 hereof shall operate to vest any rights in any successor, assignee or legal representative of Tenant and that the provisions of this Article 19 shall not be construed as modifying the conditions of limitation contained in Article 12 hereof. It is understood and agreed, however, that the covenants and obligations on the part of Landlord under this Lease shall not be binding upon Landlord herein named with respect to obligations arising during any period subsequent to the transfer of its interest in the Building, that in the event of such a transfer said covenants and obligations shall thereafter be binding upon each transferee of such interest of Landlord herein named, but only with respect to the period ending with a subsequent transfer of such interest, and that a lease of the entire interest of the Building (and the Land if there is a merger of the ownership interests of the Land and Building, i.e., the Ground Lessor and Ground Lessee positions) shall be deemed a transfer within the meaning of this Article 19.

Section 19.02 Landlord acknowledges and agrees that no officer, director, employee, partner or shareholder of Tenant or any Successor Entity (as hereinafter defined in Section 25.02(b)) thereto shall have any personal liability for the performance of this Lease or any obligation, covenant or agreement contained in this Lease.

ARTICLE 20

Curing Tenant's Defaults--Additional Rent; Curing Landlord's Defaults

Section 20.01 If Tenant shall default in the keeping, observance or performance of any provision or obligation of this Lease beyond the expiration of any applicable notice, grace and cure period (an "**Event of Default**"), Landlord, without thereby waiving such Event of Default, may perform the same for the account (and Tenant shall pay Landlord's reasonable charge therefor) of Tenant, without notice in a case of emergency (other than such notice, if any, as shall be practical under the circumstances). Bills for any reasonable expense incurred or charged by Landlord in connection with any such performance by Landlord for the account of Tenant and as result of Tenant's Event of Default, and bills for all reasonable costs, charges, expenses and disbursements

of every kind and nature whatsoever, including, but not limited to, reasonable counsel fees and disbursements, involved in collecting or endeavoring to collect the Fixed Rent or additional rent or other charge or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, it being agreed Landlord may recover its counsel fees only in connection with the instituting and prosecuting of any action or proceeding (including any summary dispossess proceeding) if Landlord prevails in the outcome of such action or proceeding, as well as bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished, or rendered, by Landlord to Tenant including (without being limited to) electric lamps and other equipment, construction work done for the account of Tenant, water, towel and other services, as well as for any charges for any additional elevator, heating, air conditioning or cleaning services incurred under Article 17 hereof and any charges for other similar or dissimilar services incurred under this Lease, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable within thirty (30) days after demand as additional rent under this Lease, together with reasonable back-up documentation. If any Fixed Rent, additional rent or any other costs, charges, expenses or disbursements payable under this Lease by Tenant to Landlord are not paid within five (5) business days after the same is due, the same shall bear interest at the lesser of: (i) the prime rate as published in The Wall Street Journal (or its successor) plus four percent (4%) per annum; or (ii) the highest rate of interest permitted by New York State law (the "**Default Rate**") from the due date thereof until paid and the amount of such interest shall be additional rent.

Section 20.02 In the event that Tenant is in arrears in payment of Fixed Rent or additional rent or any other charge after provision of notice thereof and the expiration of any applicable cure period, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited. Landlord reserves the right, without liability to Tenant without constituting any claim of constructive eviction, to suspend furnishing or rendering to Tenant any overtime/overstandard property, material, labor or other service, wherever Landlord is obligated to furnish or render the same at the expense of Tenant, in the event that (but only so long as) Tenant is in arrears beyond the expiration of any applicable notice and cure period in paying Fixed Rent or additional rent (previously billed to Tenant) due under this Lease. In addition, Landlord may (without releasing Tenant from any liability under this Lease) suspend furnishing to Tenant freight elevator service at the time Tenant desires or is obligated to vacate or remove any property from the Premises in the event that Tenant is in arrears in paying

any Fixed Rent or additional rent (previously billed to Tenant) beyond the expiration of any applicable notice and cure period, due under this Lease unless Tenant pre-pays Landlord for such freight elevator service.

Section 20.03 Subject to the rights (including notice rights) of any mortgagee and/or ground lessor and to Section 21.01 hereof, if: (i) Landlord shall default in the performance of its obligations under Section 17.02 to clean the Premises; or (ii) Landlord shall default in the performance of its obligations under Section 10.01 and 10.02 with respect to parts of the Building and/or Building systems located wholly within and adversely affecting the Premises, and, in either such case, Landlord fails to respond for fifteen (15) consecutive business days after Landlord receives notice thereof from Tenant, then Tenant may send a second notice to Landlord (in strict accordance with Section 11.01(a) hereof) stating in bold that Landlord's failure to cure or commence the cure of such default (and diligently prosecute the cure of same) within ten (10) business days after Landlord's receipt of the second notice from Tenant, Tenant may, subject to provisions below and only until and for so long as Landlord shall fail to cure or commence the cure as specified in Tenant's notice, perform the same for the account of Landlord and Landlord shall pay Tenant's reasonable actual out-of-pocket costs without profit or mark-up therefor. Tenant may not exercise its right under this Section 20.03 if Landlord has notified Tenant of Landlord's dispute with any matter pertaining to the default in question.

ARTICLE 21

Inability to Perform

Section 21.01 Subject to Section 17.05 hereof and except as otherwise expressly provided for in this Lease, this Lease and the obligations of Tenant to pay rent hereunder and perform all the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make or is delayed in making any repairs, replacements, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of accidents, emergencies, acts of God, acts of war, acts of third parties (not controlled by Landlord or who are not acting on behalf of Landlord), strikes or labor troubles or other cause beyond Landlord's reasonable control, including, but not limited to, governmental preemption in connection with a national emergency or by reason of the conditions of supply and demand which have been or are affected by war, hostilities

or other emergency. Except as otherwise expressly provided for in this Lease, if this Lease specifies a time period for the performance of an obligation by Landlord, that time period shall be extended by the period of delay caused by any of the aforementioned causes beyond Landlord's reasonable control. Neither Landlord's financial condition nor the unavailability to Landlord of sufficient funds shall be deemed to be a cause beyond Landlord's reasonable control.

Section 21.02 Except as otherwise expressly provided for in this Lease, if Tenant shall be delayed or hindered in or prevented from the performance required hereunder (other than the payment of Fixed Rent, additional rent or other charges hereunder) by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, civil commotion, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Acts of God, or other reason of like nature not the fault of the Tenant, then Tenant shall be excused for the period of time equivalent to the delay caused thereby.

ARTICLE 22

Adjacent Excavation--Shoring

Section 22.01 If an excavation shall be made upon land adjacent to or under the Building, or shall be authorized to be made, upon not less than twenty (20) days prior notice, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as said person shall deem reasonably necessary or desirable to preserve the Building from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Landlord, or diminution or abatement of rent. Landlord shall use commercially reasonable efforts to obtain an indemnification agreement in favor of Tenant from the person causing or authorized to cause such excavation.

ARTICLE 23

Article Headings

Section 23.01 The Article headings of this Lease are for convenience only and are not to be considered in construing the same.

ARTICLE 24

Electricity and Water

Section 24.01 For the purposes of this Article, the term “**Electric Rate**” shall mean one hundred and three percent (103%) of Landlord’s average cost per kilowatt hours for electricity for the Building (“**Landlord’s Actual Cost**”). The Landlord’s Actual Cost shall be computed by taking the Landlord’s total electrical bill including both consumption and demand charges, fuel adjustment charges (as determined for each month of the relevant period and not averaged), rate adjustment charges, sales tax, and/or any other factors or charges, actually used by the utility servicing the Building in computing the charges for Tenant’s usage (and inclusive of all discounts provided to the Building), divided by the total number of kilowatt hours. Tenant shall pay an amount equal to the product of (i) total number of kilowatt hours consumed by Tenant (excluding electricity consumed by any base Building systems (including, but not limited to, HVAC), multiplied by (ii) Landlord’s Actual Cost. Subject to the provisions of this Article 24, Landlord shall furnish electric energy to the Premises on a submetering basis for the purposes permitted under this Lease and Tenant shall purchase the same from Landlord at the Electric Rate as applied to the electric energy consumed in the Premises, which electric energy shall be measured by a submeter or submeters (which submeters and all supplemental equipment and all other necessary work necessary for the installation of the submeters shall, at Landlord’s cost, be installed prior to the applicable Term Commencement Date to the extent not already so installed and shall measure only Tenant’s electrical consumption) maintained by Landlord at Tenant’s expense. No base Building systems (including, but not limited to, HVAC) shall be included on Tenant’s submeter. Tenant shall have the right, from time to time, at Tenant’s sole expense, to check the accuracy of the aforesaid submeter or submeters by the use of check meters. Landlord shall not charge Tenant any fee for connection to the Building’s fire alarm system or central station monitoring.

Section 24.02 Landlord hereby represents and covenants that six (6) watts per usable square foot of electrical connected load exclusive of base Building systems, including but not limited to HVAC (the “**Standard Electrical Load**”) is and shall be available to the Premises subject to the Section 17.05 and Section 24.06 hereof. Landlord shall deliver the Standard Electrical Load to the Premises through the existing electric risers in the Building and Tenant shall have the right to distribute the Standard Electrical Load across the Premises as it so elects in its sole discretion provided that such power shall be limited to Tenant’s power requirements in the Premises. Tenant shall furnish, install and replace, as required, all lighting tubes, lamps, bulbs and ballasts and all such equipment so installed shall be customary in first class office buildings and shall be dignified and of a first class nature and shall become Landlord’s property upon the expiration or earlier termination of this Lease.

Section 24.03 Tenant’s use of electric energy in the Premises and/or the Building’s telephone network shall not at any time exceed the Standard Electrical Load. The foregoing sentence notwithstanding, Landlord shall use reasonable efforts to make available to Tenant electrical capacity in excess of the Standard Electrical Load (the “**Additional Electrical Load**”) provided that: (i) Tenant demonstrates the need for the Additional Electrical Load to Landlord’s reasonable satisfaction by a load letter from Tenant’s electrical consultant; (ii) Tenant shall be solely responsible for all actual, reasonable out-of-pocket costs incurred by Landlord to provide the Additional Electrical Load to the Premises, provided there shall be no tap-in fee payable by Tenant for accessing such Additional Electrical Load; and (iii) the Building shall have such additional power available as determined by Landlord in its sole but reasonable discretion.

Section 24.04 Landlord reserves the right on a non-discriminatory basis (provided it does so for all other tenants in the Building or is otherwise required to do so by law or the utility serving the Building) to discontinue furnishing electric energy to Tenant in the Premises at any time upon not less than ninety (90) days’ notice to Tenant, or such longer time as Tenant may require to obtain direct service provided Tenant is diligently pursuing same. If Landlord exercises such right, this Lease shall continue in full force and effect and shall be unaffected thereby, except that from and after the effective date of such termination Landlord shall not be obligated to furnish electric energy to Tenant and Tenant shall not be obligated to pay Landlord for any electric energy furnished to the Premises. If Landlord so discontinues furnishing electric energy to Tenant, Tenant shall have the right to arrange, and Landlord shall cooperate with Tenant in arranging, to obtain electric energy directly from the utility company furnishing electric energy to the Building and no such service termination shall take effect until Tenant has obtained replacement service. Such electric energy may be furnished to Tenant by means of the then existing building system feeders, risers and wiring. All meters and additional

panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electric energy directly from such utility company shall be furnished and installed by Landlord, at Landlord's expense (except as otherwise set forth in this Article 24).

Section 24.05 Landlord shall provide sufficient water to the Premises for (i) normal office use, including cleaning the Premises; (ii) Landlord's air conditioning equipment during Business Hours and any additional hours requested by Tenant pursuant to Section 17.04 hereof; and (iii) drinking, pantry, lavatory or toilet facilities in the core area of the Premises. Tenant shall pay for same as part of Operating Expenses. In no event shall Landlord be obligated to provide hot water to the Premises, only warm water to the core bathrooms. Tenant shall have the right to install hot water heaters and equipment (which shall be powered by Tenant's electricity in accordance with Section 24.01 above) in the Premises (e.g., in the pantry areas and shower areas of the Premises) as part of Tenant's Changes (including, without limitation, Tenant's Work).

Section 24.06 Subject to Section 17.05 and except as otherwise specifically provided herein to the contrary, Landlord shall in no way be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur by reason of any failure, inadequacy or defect in the character, quantity or supply of electricity, water or telephone network access and/or service furnished to the Premises, except to the extent caused by the negligence, wrongful acts or omissions (where this Lease or Requirements impose a duty to act) of Landlord or willful misconduct of any Landlord Parties.

Section 24.07 Effective as of the applicable Term Commencement Date, Tenant shall pay to Landlord, as additional rent, the amounts from time to time billed by Landlord pursuant to the provisions of this Article 24, each such bill to be accompanied by reasonable supporting documentation and to be paid within thirty (30) days after the same has been rendered. If any tax is imposed upon Landlord's receipts from the sale or resale of electric energy to Tenant under federal, state, municipal or other law, such tax may, to the extent permitted by law, be passed on by Landlord to Tenant and be included as additional rent, in the bills payable by Tenant hereunder.

Section 24.08 Subject to the Building's rules and regulations of Landlord for tenant alterations, Tenant may, at Tenant's option, install, as a Tenant's Change subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and at Tenant's sole expense, a conduit connecting the Premises to the emergency generator located on the 34th floor of the Building. Landlord shall provide up to one hundred (100) kilowatts of the generator capacity to Tenant at a rate of \$450.00 per kilowatt per annum. The actual number of kilowatts of generator capacity shall be identified in a written notice given by Tenant to Landlord within nine (9) months after the Term Commencement Date. Tenant shall pay Landlord for such generator capacity, as additional rent in equal monthly installments, together with Tenant's payment of Fixed Rent commencing when requested by Tenant. Landlord shall in no way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur by reason of any failure, inadequacy or defect in the emergency generator located on the 34th floor of the Building except to the extent caused by the gross negligence or intentional misconduct of Landlord or any of the Landlord Parties.

Section 24.09 Tenant acknowledges that Landlord may now, or in the future, have the right to select the entity or entities which will provide electrical power to the Building (including, the Premises). Landlord shall have the right, in its sole discretion, to select any entity or entities which it desires to have as the electrical service provider to the Building (including, the Premises) and Tenant shall not have the right to select the same or participate in the selection of the same except and unless applicable law requires that Tenant have any such right(s) (and then only to the extent applicable law requires).

ARTICLE 25

Assignment, Mortgaging, Subletting, Etc.

Section 25.01 Tenant shall not, whether directly, indirectly, voluntarily, involuntarily, or by operation of law or otherwise (a) assign or otherwise transfer this Lease or the term and estate hereby granted or any interest herein or offer or advertise to do so, (b) sublet the Premises or any part thereof, or offer or advertise to do so, or allow the same to be used, occupied or utilized by anyone other than Tenant, or (c) mortgage, pledge, encumber, grant a security interest in or otherwise hypothecate this Lease or the Premises or any interest therein or any part thereof in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed in accordance with Section 25.10 hereof. Landlord shall not unreasonably withhold, condition or delay its consent to any advertisement to sublet all or any portion of the Premises or assign this Lease if such advertisement does not contain the financial terms of such assignment, but in all events, Tenant shall have the right to list the assignment or subletting with a broker.

Section 25.02 (a) Except as otherwise provided herein, if Tenant is a corporation, partnership or other entity, the provisions of subdivision (a) of Section 25.01 shall apply to: (i) a transfer of a majority percentage interest of the stock or beneficial ownership interest, as the case may be, of Tenant (however accomplished, whether in a single transaction or in a series of related or unrelated transactions); (ii) a transfer by operation of law or otherwise, of Tenant's interest in this Lease; and/or (iii) any increase in the amount of issued and/or outstanding shares of capital stock of any corporate Tenant (or partnership interests of any partnership Tenant or membership interests of any limited liability partnership) and/or the creation of one or more additional classes of capital stock of any corporate Tenant (or partnership interests of any partnership Tenant or membership interest of any limited liability partnership) (however accomplished, whether in a single transaction or in a series of related or unrelated transactions), with the result that the Tenant shall no longer be controlled by the beneficial and record owners of the capital stock of such corporate Tenant (or partnership interests in the case of a partnership or membership interests in the case of a limited liability partnership) as of the date immediately prior to such event.

(b) Notwithstanding anything contained herein to the contrary, the (A) reorganization of Tenant from one form of entity to another or any change in Tenant dictated by regulatory or legislative act, (B) change in situs or place of organization, (C) merger or consolidation of Tenant with and/or into another entity, (D) sale, transfer and/or assignment of all or substantially all of Tenant's assets, stock or other equity interests to another entity or (E) transactions described in Section 25.02(a)(i)-(iii) above (the entity resulting from the transactions described in clauses (A)-(E) above, a, "**Successor Entity**") shall not constitute an assignment of this Lease or be subject to the restrictions in Section 25.01, (and, for avoidance of doubt, shall not be subject to Sections 25.06 or 25.13 below), provided that: (1) the principal purpose of any of the foregoing transactions is not to circumvent the restrictions on assignment set forth in this Article 25; and (2) the Successor Entity has a net worth computed in accordance with generally accepted accounting principles ("**GAAP**") (or if Tenant and/or Successor Entity do not ordinarily prepare their respective financial statements in accordance with generally accepted accounting principles, then on the basis of another recognized basis of accounting consistently applied and regularly used by such party which shall include, without limitation, the income tax basis) equal to or greater than Tenant's net worth immediately prior to such transaction; and (3) Successor Entity has executed an Assumption Agreement (as hereinafter defined in Section 25.04 below); pursuant to Section 25.04 hereof; and (4) Tenant provides Landlord with reasonably satisfactory evidence of the same at least ten (10) days prior to such transaction (and if prior disclosure is not legally permissible (whether by confidentiality agreement or otherwise) or practical to do so, then promptly following the time when disclosure is legally permissible or practical to do so). Notwithstanding the above, Section 25.01 shall not apply to: (y) transfers of stock in a corporation or other type of entity whose shares or units are traded in the "over-the-counter" market or any recognized securities exchange; or (z) any sale or issuance of Tenant's stock or units of interest in connection with a public offering.

(c) Notwithstanding anything contained in this Article 25 to the contrary, Tenant may assign this Lease and/or sublease the Premises or any portion thereof to any entity which controls Tenant, Tenant controls and/or is under common control with Tenant (each such entity, an "**Affiliate**"), without having to obtain Landlord's prior written consent, which assignment or sublease shall not be subject to Section 25.06 or 25.13 below, provided that: (a) Tenant is not in monetary or material non-monetary default of any of the terms or conditions of this Lease beyond the expiration of any applicable notice and cure period at the time of the making of such assignment or sublease or the time such assignment or sublease is to take effect or commence, as the case may be, (b) Tenant provides Landlord with at least five (5) business days' prior written notice thereof along with a fully executed copy of the assignment or sublease, (c) Tenant provides Landlord, from time to time (initially as well as any time thereafter but in no

event more than once per annum), within ten (10) business days' after Landlord requests the same in writing, such evidence and/or affidavits as Landlord may reasonably require in order to confirm the satisfaction of the above-described control test, (d) Tenant and the assignee or subtenant, as the case may be, executes such reasonable documentation as Landlord requests in connection with such assignment or sublease, and (e) said assignee or subtenant continues at all times thereafter to satisfy the above-described control test.

Section 25.03 If this Lease shall be assigned in violation of the provisions of this Lease, Landlord may, after default by Tenant, and notice and the expiration of Tenant's time to cure such default, collect rent from the assignee. If the Premises or any part thereof are sublet or used or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may, after default by Tenant, and notice and the expiration of Tenant's time to cure such default, collect rent from the subtenant or occupant. In either event, Landlord shall apply the net amount collected to the Fixed Rent and additional rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 25.01, or the acceptance of the assignee, subtenant or occupant as tenant, or as a release of Tenant from the performance by Tenant of Tenant's obligations under this Lease. The consent by Landlord to assignment, mortgaging, subletting or use or occupancy by others shall not in any way be considered to relieve Tenant from obtaining the express written consent of Landlord to any other or further assignment, mortgaging, subletting or use or occupancy by others not expressly permitted by this Article. References in this Lease to use or occupancy by others, that is anyone other than Tenant, shall not be construed as limited to subtenants and those claiming under or through subtenants but as including also licensees and others claiming under or through Tenant, immediately or remotely.

Section 25.04 Any assignment or transfer of Tenant's entire interest in this Lease, whether made with or without Landlord's consent pursuant to Section 25.01 or Section 25.02, shall be made only if, and shall not be effective until, the assignee or transferee shall execute, acknowledge and deliver to Landlord an agreement whereby the assignee or transferee shall assume from and after the date of such assignment or transfer the obligations of this Lease on the part of Tenant to be performed or observed from and after the effective date of such assignment or transfer and whereby the assignee or transferee shall agree that the provisions in Section 25.01 shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers (an "**Assumption Agreement**"). Tenant covenants that, notwithstanding any assignment or transfer (including by way of asset transfer), whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Fixed Rent and/or additional rent by Landlord from an assignee, transferee, or any other party, Tenant shall remain fully liable for the payment of the Fixed Rent and additional rents and for the other obligations of this Lease on the part of Tenant to be performed or observed as set forth in this Lease.

Section 25.05 The joint and several liability of Tenant and any immediate or remote successor-in-interest of Tenant and the due performance of the obligations of this Lease on Tenant's part to be performed or observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Landlord extending the time of, or modifying any of the obligations of, this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease, provided that none of the foregoing shall increase the obligations or liabilities of any predecessor-in-interest as Tenant hereunder.

Section 25.06 Notwithstanding anything contained to the contrary in Sections 25.01 or 25.02 of this Article, if Tenant shall at any time or times during the Term desire (notwithstanding that Tenant may not in fact have entered into any discussions with any assignee or subtenant) to assign this Lease, sublease the entire Premises for any period of time, or sublease any full floor within the Premises for all or substantially all of the Term (other than an assignment or sublease permitted to be made without Landlord's consent hereunder), Tenant shall give notice thereof to Landlord, which notice shall include all of the material terms (including, without limitation, the proposed effective date of the assignment or the proposed commencement date of the subletting) of the proposed assignment or subletting. Such notice (the "**Recapture Offer Notice**") shall be deemed an offer from Tenant (the "**Recapture Offer**") to Landlord whereby Landlord may, at its option: (i) terminate this Lease (if the proposed transaction is an assignment or a sublease of all the Premises); or (ii) terminate this Lease with respect to the space covered by the proposed sublease if the proposed transaction is a

sublease of any full floor within the Premises for all or substantially all of the Term (meaning for a sublease whose term expires within the last year of the Term). Said option may be exercised by Landlord by notice to Tenant at any time within fifteen (15) business days after receipt by Landlord of the Recapture Offer Notice (such 15 business day period, the “**Recapture Determination Period**”); and Tenant shall not assign this Lease or sublet such space to any person during the Recapture Determination Period. If Landlord shall not so terminate this Lease in accordance with the foregoing provisions of this Section 25.06 within the Recapture Determination Period, the Recapture Offer shall be deemed rejected by Landlord and therefore null and void and of no further force or effect upon the expiration of the Recapture Determination Period.

Section 25.07 If Landlord exercises its option to terminate this Lease pursuant to Section 25.06 hereof in the case where Tenant desires either to assign this Lease or sublet all the Premises, then, the Expiration Date shall be the date that such assignment or sublet was to be effective or commence, as the case may be.

Section 25.08 If Landlord exercises its option to terminate this Lease in part pursuant to Section 25.06 hereof, in any case where Tenant desires to sublet part of the Premises, then, (a) the Expiration Date with respect to such part of the Premises shall be the date that the proposed sublease was to commence; (b) from and after such Expiration Date the Fixed Rent and additional rent shall be adjusted, based upon the proportion that the rentable area of the Premises remaining bears to the total rentable area of the Premises; and (c) Tenant shall pay to Landlord, within thirty (30) days after demand together with reasonable back-up documentation, Landlord’s reasonable cost for physically separating such part of the Premises from the balance of the Premises.

Section 25.09 Intentionally deleted.

Section 25.10 In the event Landlord does not exercise its options (if applicable) pursuant to Section 25.06 to terminate this Lease in whole or in part and provided that Tenant is not in default of any of Tenant’s monetary or material, non-monetary obligations under this Lease beyond the expiration of any applicable notice and cure period, Landlord’s consent (which must be in writing and not in derogation of any of Tenant’s rights under this Lease and may contain such reasonable modifications that may be required due to any particular circumstances, as the case may be) to the proposed assignment or sublease shall not be unreasonably withheld, conditioned or delayed and shall be granted or withheld (if withheld, Landlord shall provide its reasons for same) within ten (10) business days after Tenant’s request for Landlord’s consent (the “**Consent Determination Period**”) (which period shall run concurrently with the Recapture Determination Period, if applicable) and after Landlord has received from

Tenant: (i) a conformed or photostatic copy of the proposed assignment or sublease, or a term sheet thereof, the effective or commencement date of which shall be at least thirty (30) days after the giving of such notice; (ii) a statement setting forth in reasonable detail the identity of the proposed assignee or sub-tenant, the nature of its business and its proposed use of the Premises, and (iii) current financial information with respect to the proposed assignee or subtenant, including without limitation, its most recent financial report, provided and upon condition that all of the following are satisfied:

(a) Tenant shall have complied with the provisions of Section 25.06 and Landlord shall not have exercised any of its termination options under said Section 25.06 within the time permitted therefor;

(b) In Landlord's reasonable judgment, the proposed assignee or subtenant is engaged in a business and possesses a general reputation and its proposed use of the Premises (or a portion thereof) is, appropriate for and in keeping with the then standards of the Building; and the proposed use is limited to the use expressly permitted under Section 1.03;

(c) The financial condition of the proposed assignee or subtenant is commensurate with the financial obligations involved in the proposed assignment or sublease and Landlord has been furnished with reasonable proof of the foregoing;

(d) Neither: (i) the proposed assignee or subtenant; nor (ii) any person which, directly or indirectly, controls; is controlled by, or is under common control with, the proposed assignee or subtenant, is then an occupant of any part of the Building, provided however this condition shall not apply if Landlord does not then have available for leasing in the Building space which is comparable (in terms of square footage, quality, price, location and proposed term) to the space which is the subject of the proposed transaction;

(e) The proposed assignee or subtenant is not a person with whom Landlord is then (or has been within the previous four (4) months) actively negotiating (as evidenced by the exchange of written proposals) to lease space in the Building, provided however this condition shall not apply if Landlord does not then have available for leasing in the Building space which is comparable (in terms of square footage, quality, price, location and proposed term) to the space which is the subject of the proposed transaction;

(f) The form of the proposed assignment or sublease shall comply with the applicable provisions of this Article; and Tenant and the proposed assignee or subtenant shall execute a Consent to Assignment or Subletting not in derogation of any of Tenant's rights under this Lease and as reasonably agreed to among the parties;

(g) There shall not be more than four (4) occupants per floor of the Premises;

(h) Intentionally deleted;

(i) Tenant shall pay to Landlord, upon Tenant's execution of the consent to assignment or subletting and Tenant's receipt of an invoice with reasonable supporting documentation, Landlord's actual, reasonable out-of-pocket legal fees in connection with said assignment or sublease;

(j) Tenant shall not have advertised or publicized in any way the availability of the Premises or any part thereof except Tenant may advertise the availability of such space provided such advertisement does not set forth any financial terms for the assignment or sublease of such space and Tenant may list the same with a broker; and

(k) The proposed assignee or subtenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in, and the jurisdiction of the courts of, the State of New York.

Notwithstanding the foregoing to the contrary, in the event that Tenant's Recapture Offer Notice is applicable and shall contain all or substantially all of the information required to be provided pursuant to this Section 25.10 by Tenant for purposes of obtaining Landlord's consent to a proposed assignment or subletting, then Landlord and Tenant agree that the 10-business day Consent Determination Period shall be deemed merged into the 10-business day Recapture Determination Period such that on or before the expiration of the Recapture Determination Period, Landlord shall have either (i) exercised its right to terminate this Lease pursuant to Section 25.06 or (ii) granted or denied its consent to the proposed assignment or subletting pursuant to this Section 25.10. Further, in the event that Tenant's request for Landlord's consent and/or Recapture Offer Notice, if applicable, shall contain all or substantially all of the information required to be provided by Tenant pursuant to this Section 25.10 for purposes of obtaining Landlord's consent to a proposed assignment or subletting and Landlord fails to give notice to Tenant approving or disapproving the proposed assignment or submitting (or exercising Landlord's right of recapture, if applicable) prior to the expiration of the Consent Determination Period, then Tenant may send written notice (in strict accordance with the requirements of Section 11.01(a) hereof) of such failure to Landlord, which notice shall specify that Landlord's continued failure to so respond within five (5) business days after Landlord's receipt of such notice shall constitute consent to the proposed assignment or subletting and, if Landlord fails to so respond within such five (5) business days after Landlord's receipt of such notice, Landlord shall be deemed to have consented to the proposed assignment or subletting.

Each subletting pursuant to this Article shall be subject to all the covenants, agreements, terms, provisions and conditions contained in this Lease. Notwithstanding any subletting to any subtenant and/or acceptance of rent or additional rent by Landlord from any subtenant, Tenant shall and will remain fully liable for the payment of the Fixed Rent and additional rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and all acts and omissions (where this Lease or applicable law imposes a duty to act) of any licensee or subtenant or anyone claiming under or through any subtenant which shall be in violation of any of the obligations of this Lease, and any such violation shall be deemed a violation by Tenant. Tenant further agrees that notwithstanding any such subletting, no other and further subletting of the Premises by Tenant or any person claiming through or under Tenant shall or will be made except upon compliance with and subject to the provisions of this Article. Except in such instances where a court of competent jurisdiction has determined that Landlord has acted in an arbitrary and capricious manner or in bad faith, if Landlord shall decline to give its consent to any proposed assignment or sublease or if Landlord shall exercise any of its options under Section 25.06, Tenant shall indemnify, defend and hold harmless

Landlord against and from any and all loss, liability, damages, costs and expenses (including reasonable counsel fees and disbursements) resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

Section 25.11 In the event that Section 25.06 hereof is applicable and (a) Landlord fails to exercise any of its options under Section 25.06 and consents to a proposed assignment or sublease, and (b) Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within one hundred and eighty (180) days after the giving of such consent, then, Tenant shall again comply with all the provisions and conditions of Section 25.06 (if applicable) before assigning this Lease or subletting all or part of the Premises.

Section 25.12 With respect to each and every sublease or subletting authorized by Landlord under the provisions of this Lease, it is further agreed:

(a) The subletting shall be for a term ending prior to the Expiration Date.

(b) No sublease shall be valid, and no subtenant shall take possession of the Premises or any part thereof, until an executed counterpart of such sublease has been delivered to Landlord.

(c) Each sublease shall be deemed to provide that it is subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that Section 27.04 shall govern in the event of termination, re-entry or dispossession by Landlord or successor landlord under this Lease.

Section 25.13 If Landlord shall give its consent to any assignment of this Lease or to any sublease, Tenant shall in consideration therefor pay to Landlord as additional rent:

(a) in the case of an assignment, an amount equal to fifty percent (50%) of all sums and other monetary considerations paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for Tenant's Property or Appurtenances, less the then depreciated cost thereof determined on the basis of Tenant's federal income tax returns) and after first deducting legal and other professional fees (including fees paid to Landlord pursuant to Section 25.10(i)), the cost of alterations, rent abatements and work allowances and other tenant concessions and brokerage and marketing fees and any transfer taxes; and

(b) in the case of a sublease, fifty percent (50%) of any rents, additional rent or other monetary consideration payable under the sublease to Tenant by the subtenant in excess of the Fixed Rent and additional rent accruing during the term of the sublease in respect of the subleased space (at the rate per square foot payable by Tenant hereunder) pursuant to the terms hereof (including, but not limited to, sums paid for Tenant's Property or Appurtenances, less the then depreciated cost thereof determined on the basis of Tenant's federal income tax returns) and after first deducting legal and other professional fees (including fees paid to Landlord pursuant to Section 25.10(i)), the cost of alterations, rent abatements and work allowances and other tenant concessions and brokerage and marketing fees and any transfer taxes. The sums payable under this Section 25.13(b) shall be paid to Landlord as and when received by Tenant.

Section 25.14 Landlord shall, at the request of Tenant, maintain Tenant's proportionate share of listings on the Building directory (to the extent the same exists) of the names of Tenant and any other person, firm, association or corporation in occupancy of the Premises or any part thereof as permitted hereunder, and the names of any officers, directors, members, partners or employees of any of the foregoing. The listing of any name other than that of Tenant, whether on the doors of the Premises, on the Building directory, or otherwise, shall not operate to vest in said person or entity any right or interest in the Lease or in the Premises or any portions thereof or be deemed to be the consent of Landlord (written or otherwise) mentioned in this Article 25. It is expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant, but only if the Building directory is no longer maintained by Landlord.

Section 25.15 Notwithstanding anything in this Article 25 to the contrary, Landlord consents to the use of desk and office space in no more than fifteen percent (15%) of the rentable square footage of the Premises by accountants, lawyers, executives or similar professionals with whom Tenant has a *bona fide* business relationship (each a, "Business Invitee"), subject to the following conditions: (i) no demising walls shall be permitted separating such office space from the balance of the

Premises and no separate entrance into the Premises shall be provided to such office space, (ii) Tenant shall not receive any rent, fee or other consideration from the Business Invitee, (iii) the Business Invitee is of character, is engaged in a business, and uses the Premises in a manner in keeping with the standards in such respects of the other tenancies in the Building, (iv) the use and occupancy by the Business Invitee is otherwise expressly subject to all of the terms, covenants, conditions and obligations on Tenant's part to be observed and performed under this Lease, including, without limitation, Tenant's obligation to indemnify Landlord for all matters arising out of the Business Invitee's use of the Premises pursuant to Section 5.01(k) of this Lease, (v) prior to the use of the Premises by the Business Invitee, Tenant shall furnish to Landlord its name and address and a certificate of insurance evidencing that the Business Invitee has procured the insurance coverages required hereunder or that Tenant's insurance covers the activities of such Business Invitee, (vi) any violation of any provision of this Lease by the Business Invitee shall be deemed to be a default by Tenant under such provision, and (vii) the Business Invitee shall have no recourse against Landlord whatsoever on account of any failure by Landlord to perform any of its obligations under the Lease or on account of any other matter. Such consent under this Section shall be deemed revoked at any time Tenant is in default under this Lease beyond the expiration of any applicable notice and cure period.

ARTICLE 26

Escalations

Section 26.01 As used in this Lease, the words and terms which follow mean and include the following:

(a) "**Tax Year**" shall mean each period of twelve (12) months, commencing on the first day of July of each such period, in which occurs any part of the Term or such other period of twelve (12) months occurring during the Term as hereafter may be duly adopted as the fiscal year for real estate tax purposes of the City of New York.

(b) **“Operating Year”** shall mean each calendar year of twelve (12) consecutive months.

(c) **“Tenant’s Tax Proportionate Share”** shall be deemed to be 4.0192% for all purposes of this Lease. **“Tenant’s Operating Proportionate Share”** shall be deemed to be 4.6940% for all purposes of this Lease. Tenant acknowledges that such agreed-upon percentages shall change only if the area of the Premises is increased or decreased pursuant to an amendment to this Lease signed by Landlord and Tenant or if Landlord physically constructs additional rentable space in the Building.

(d) **“Operating Expenses”** shall have the meaning set forth in Exhibit B annexed hereto and made a part hereof.

(e) **“Base Year Operating Expenses”** shall mean the Operating Expenses for the Operating Year ending December 31, 2018 (the **“Base Year”**).

(f) **“Real Estate Taxes”** shall mean the aggregate amount of real estate taxes and assessments imposed upon the Land and Building and payable by Landlord taking into account the benefit of abatements or exemptions, if any (including, without limitation: any assessments levied after the date of this Lease for public benefits to Land and/or Building, or special assessments levied on the Land and/or Building, which assessments, if payable in installments shall be deemed payable in the maximum number of permissible installments), in the manner in which such taxes and assessments are imposed as of the date hereof, excluding any franchise, estate, inheritance, gift, excise or income tax of Landlord or any penalties or interest; provided, that if because of any change in the taxation of real estate, any other tax or assessment of any kind or nature (including, without limitation, any occupancy, gross receipts or rental tax but excluding income, franchise, estate, inheritance, gift and excise taxes) is imposed upon Landlord or the owner of the Land and/or Building, or upon or with respect to the Land and/or Building or the occupancy, rents or income therefrom, in substitution for, or in addition to, any of the foregoing Real Estate Taxes, such other taxes or assessment shall be deemed part of the Real Estate Taxes computed as if Landlord’s sole asset and source of income were Landlord’s interest in the Land and Building. Landlord shall have the exclusive right, but not the obligation, to contest or appeal any assessment of Real Estate Taxes levied upon the Land and the Building by any governmental or quasi-governmental taxing agency. Tenant shall have no right or power to contest or appeal any assessment of Real Estate Taxes. With respect to any Tax Year, including the Tax Year used to determine the Real Estate Tax Base, all expenses, including the reasonable fees and expenses of attorneys, experts and witnesses incurred in contesting the validity or amount of any Real Estate Taxes, regardless of whether successful, shall be considered as part

of the Real Estate Taxes for such Tax Year. Notwithstanding anything herein to the contrary, in no event shall Real Estate Taxes include any real estate taxes upon any “development rights” payable by Landlord.

(g) “**Real Estate Tax Base**” shall mean the sum which is equal to the Real Estate Taxes for the Tax Year ending on June 30, 2019. Landlord represents that, as of the date of this Lease, there are no tax abatements or exemptions which will affect the Real Estate Tax Base.

(h) “**Escalation Statement**” shall mean a statement in writing from Landlord, setting forth the amount payable by Tenant for a specified Tax Year or Operating Year, as the case may be, pursuant to this Article 26, which statement shall include in reasonable detail the computation of any additional rent payable pursuant to this Article. Landlord shall furnish Tenant with a copy of the current bill for the current Tax Year within ten (10) business days after Tenant’s request in writing for such tax bill.

Section 26.02 If the Real Estate Taxes for any Tax Year (all or any portion of which falls within the Lease term) shall be greater than the Real Estate Tax Base, Tenant shall pay to Landlord as additional rent pursuant to Sections 26.05 and 26.06 for the Premises for such Tax Year an amount (herein called the “**Tax Payment**”) equal to Tenant’s Tax Proportionate Share of the amount by which the Real Estate Taxes paid for such Tax Year are greater than the Real Estate Tax Base. Tenant shall not pay any Tax Payment during the first twelve (12) months after the Term Commencement Date and not until after the end of the Tax Year ending on June 30, 2019, whichever occurs later.

Section 26.03 For each Operating Year commencing during the Term, Tenant shall pay pursuant to Sections 26.05 and 26.06 an amount (the “**Operating Payment**”) equal to Tenant’s Operating Proportionate Share of the amount by which the Operating Expenses paid or incurred for such Operating Year are greater than the Base Year Operating Expenses. Tenant shall not pay any Operating Payment during the first twelve (12) months after the Term Commencement Date and not until after the end of the Base Year, whichever occurs later.

Section 26.04 Intentionally deleted.

Section 26.05 Landlord shall furnish to Tenant, prior to the commencement of each Operating Year, as the case may be, a written statement setting forth Landlord's reasonable estimate of the Operating Payment. Landlord shall also furnish to Tenant prior to the commencement of each Tax Year, a written statement setting forth the Tax Payment for the ensuing Tax Year based on the current tax bill. Landlord may readjust the amount of the Tax Payment set forth in such written statement if Landlord receives a revised or finalized tax bill for Real Estate Taxes from the City of New York. Subject to Sections 26.02 and 26.03 hereof, Tenant shall pay to Landlord on the first day of each month during such Operating Year or Tax Year, as the case may be, an amount equal to one-twelfth of the amount set forth on each written statement. If, however, Landlord shall furnish any such Operating Year estimate (which estimate shall not be more than 105% of the amount for the immediately preceding year excluding non-controllable Operating Expenses, such as insurance, utilities, snow and ice removal, legal requirements, labor increase costs and the like) for an Operating Year subsequent to the commencement thereof, or any Tax Year statement, then (a) until the first day of the month following the month in which such estimate is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section in respect of the last month of the preceding Operating Year; (b) promptly after such written statement is furnished to Tenant, Landlord shall give notice to Tenant stating whether the installments of the Operating Payment or Tax Payment previously made for such Operating Year or Tax Year, as the case may be, were greater or less than the installments of the Operating Payment or Tax Payment to be made for such Operating Year or Tax Year in accordance with such written statement (as may be adjusted in the case of the Tax Payment), and: (i) if there shall be a deficiency, Tenant shall pay the amount thereof within thirty (30) days after demand therefor; or (ii) if there shall have been an overpayment, Landlord shall promptly refund or credit to Tenant the amount thereof but no later than twenty (20) days after demand; and (c) on the first day of the month following the month in which such estimate is furnished to Tenant, and monthly thereafter throughout the remainder of such Operating Year or Tax Year, as the case may be, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12th) of the Operating Payment or Tax Payment, as the case may be, shown on such written statement. Notwithstanding anything to the contrary contained herein, Landlord shall furnish Tenant with at least thirty (30) days' notice prior to any increase in the amount of the estimated payments required to be made by Tenant hereunder on account of any Tax Payment or Operating Payment.

Section 26.06

Landlord shall furnish to Tenant an Escalation Statement for each Operating Year and for each Tax Year. Landlord shall furnish such Escalation Statements (together with the true-up amounts, if any, based on the actual amounts from the prior year against the estimated payments) within one hundred and fifty (150) days after the end of the applicable Operating Year. If Landlord fails to furnish an Escalation Statement for Operating Expenses within two hundred and ten (210) days after the end of the applicable Operating Year, Tenant may cease making monthly Operating Payments until such Escalation Statement is furnished, provided however, in no event shall Tenant be relieved or released of its obligation to make the full amount of the Operating Payment due hereunder. If the Escalation Statement shall show that the sums paid by Tenant under Section 26.05 exceeded the Tax Payment or Operating Payment to be paid by Tenant for such Tax Year or Operating Year, as the case may be, Landlord shall refund to Tenant the amount of such excess within thirty (30) days after delivery of such Escalation Statement, or Tenant shall be entitled to a credit against the next ensuing installment of Fixed Rent or additional rent until such amount shall be exhausted; and if the Escalation Statement for such Tax Year or Operating Year, as the case may be, shall show that the sums so paid by Tenant were less than the Tax Payment or Operating Payment, as the case may be, to be paid by Tenant for such Tax Year or Operating Year, Tenant shall pay the amount of such deficiency within thirty (30) days after demand therefor.

Section 26.07

In case the Real Estate Taxes for any Tax Year or part thereof falling within the Term shall be reduced during the term hereof after Tenant shall have paid Tenant's Tax Proportionate Share of any increase thereof in respect of such Tax Year pursuant to Section 26.06 hereof, Landlord shall credit to Tenant Tenant's Tax Proportionate Share of the refund against the next installment of Fixed Rent and additional rent next due or refund such amount if the Lease term has ended. Landlord's obligations pursuant to the preceding sentence shall survive the Expiration Date. If, after an Escalation Statement has been sent to Tenant during the term hereof, the assessed valuation which had been utilized in determining the Real Estate Base Tax is reduced (as a result of settlement, final determination of legal proceedings or otherwise), then, in such event (a) the Real Estate Tax Base shall be adjusted to reflect such reduction and (b) all retroactive additional rent for only the previous Tax Year resulting from such adjustment shall be forthwith payable within thirty (30) days of when billed by Landlord. Landlord shall send to Tenant a statement setting forth the basis for such retroactive adjustment and additional rent payments.

Section 26.08 Intentionally deleted.

Section 26.09 Payments shall be made pursuant to this Article 26 notwithstanding the fact that an Escalation Statement is furnished to Tenant after the Expiration Date and any delay or failure of Landlord in billing any additional rent provided for in this Article 26 shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such additional rent hereunder, but in no event shall such Escalation Statement be delivered after the date occurring two (2) years after the Expiration Date.

Section 26.10 Provided that Tenant is not in default hereunder beyond the expiration of any applicable notice and cure period, then, within one hundred and eighty (180) days after the submission of an Escalation Statement, Landlord shall allow Tenant or Tenant's agents, upon not less than ten (10) business days advance notice to Landlord, to examine, during Business Hours at Landlord's office where such records are kept in the Borough of Manhattan, City of New York, such books, purchase orders, invoices, payrolls and all other records in Landlord's possession that are relevant to such Escalation Statement or as may be reasonably necessary in order to permit Tenant to verify the information set forth in such Escalation Statement with respect to Operating Expenses (an "**Audit**"). In no event shall any Audit cover a period which was the subject of a previous Audit. Any such Audit may only be conducted by an independent, nationally or regionally-recognized accounting firm reasonably approved by Landlord that is not being compensated by Tenant on a contingency fee basis. Audits may also be conducted by Tenant's own employees. Tenant and its agents shall keep all information which they are shown in connection with any Audit confidential and shall not reveal the same to any third party except as may be required by applicable Requirements or in connection with the proceeding to resolve any dispute as set forth below. Landlord shall have the right to precondition any verification right provided hereunder upon the execution by Tenant and the person conducting such Audit of a confidentiality agreement in the form as reasonably required by Landlord, which form may contain such reasonable modifications as agreed upon by the parties. In the event that Tenant fails to initiate such Audit within said one hundred and eighty (180) day period or fails to complete and deliver to Landlord a copy of such Audit within sixty (60) days after the completion of the Audit (provided Landlord has delivered to Tenant all the information and documents reasonably requested by Tenant as required hereunder), then in either such event, Tenant shall have no further right to challenge or contest the accuracy of the applicable Escalation Statement. No subtenant (as opposed to Tenant) shall have any right to conduct an Audit. In the event the parties settle any issues raised by an Audit or such issues are decided by a third accounting firm as set forth below and such settlement or decision results in a five percent (5%) or greater reduction in the amount of Operating Expenses for any one (1) Operating

Year (from the amount of Operating Expenses stated by Landlord with respect to such Operating Year in its Escalation Statement), Landlord shall reimburse Tenant for Tenant's reasonable and actual out-of-pocket third-party accounting firm fees and expenses for such Audit and Landlord shall pay all fees and expenses of the third accounting firm as set forth below. In the event the parties are not able to settle all issues raised by an Audit, then Landlord and Tenant shall be bound by the findings of a third independent, nationally or regionally-recognized accounting firm selected by both Landlord and Tenant and whose fees and expenses shall be shared equally between Landlord and Tenant, except as set forth above. In the event Landlord and Tenant fail to agree on the selection of the third accounting firm, the parties agree to submit such decision to the Chairman of the Board of Directors of the Management Division of the Real Estate Board of New York, Inc., or to such impartial person as he/she may designate whose determination shall be final and conclusive upon the parties hereto. In any event, within thirty (30) days after such final determination, Landlord shall credit against Fixed Rent next due and owing the amount of any overpayment of Operating Expenses made by Tenant as determined hereby or refund Tenant such amount if the Term has ended (in either case, together with interest on such overpayment at the Default Rate only if such overpayment is five percent (5%) or greater than the amount of Operating Expenses stated by Landlord with respect to the applicable Operating Year in its Escalation Statement) and Tenant shall pay any underpayment of Operating Expenses within thirty (30) days after such final determination.

Section 26.11 In no event shall: (x) the Fixed Rent under this Lease (exclusive of the additional rent under this Article) be reduced by virtue of this Article except for the credits set forth herein, if any; or (y) Tenant be entitled to a credit against the payment of any additional rent that may be due under this Lease (including this Article 26) by reason of the fact that: (i) Operating Expenses in any Operating Year are less than Base Year Operating Expenses; and/or (ii) Real Estate Taxes for any Tax Year are less than the Real Estate Tax Base.

ARTICLE 27

Subordination

Section 27.01 Subject to Section 27.07(b) hereof, this Lease is subject and subordinate in all respects to all ground leases and/or underlying leases now or hereafter covering the real property or any portion thereof of which the Premises form a part and to all mortgages and trust indentures which may now or hereafter be placed on or affect such leases and/or the real property of which the Premises form a part, or any part or parts of such real property, and/or Landlord's interest therein, and to each advance made and/or hereafter to be made under any such mortgages, or indentures and to all renewals, modifications, consolidations, increases, recastings, replacements, extensions and substitutions of and for such ground leases and/or underlying leases and/or mortgages or indentures (each lease or mortgage to which this Lease shall be subject and subordinate pursuant to the provisions hereof being respectively herein called a "superior lease" or a "superior mortgage"). In confirmation of such subordination and non-disturbance, Tenant shall execute, at its sole cost and expense, and deliver promptly any certificate that Landlord and/or any lessor under any superior lease and/or any holder of any superior mortgage and/or their respective successors in interest may reasonably request provided such certificate and request is in accordance with the provisions of a recognition and non-disturbance agreement ("**RNDA**") or a subordination, non-disturbance and attornment agreement (an "**SNDA**"), as applicable, entered into with Tenant in accordance with Section 27.07 hereof.

Section 27.02 In the event of any act or omission of Landlord that would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction (but excluding any express right set forth in Articles 7 and 8 or elsewhere in this Lease not resulting from a default by Landlord), Tenant shall not be entitled to exercise such right:

(a) unless and until Tenant has given prompt written notice of such act or omission to the lessor under each superior lease and the holder of each superior mortgage, whose name and address shall previously have been furnished to Tenant in writing; and

(b) unless such act or omission shall be one which is not capable of being remedied by such lessor or such holder within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease, after similar notice, plus up to an additional thirty (30) days), provided such lessor or such holder shall with due diligence give Tenant prompt written notice of intention to, and commence and diligently continue to remedy such act or omission until completion.

Section 27.03 Tenant shall take all reasonable action requested by Landlord at no cost to Tenant (provided the same does not increase Tenant's obligations or decrease Tenant's rights hereunder) such that neither the termination of any superior lease or any superior mortgage, nor the institution of any suit, action or other proceeding by the lessor under any such superior lease or the holder of any such superior mortgage to recover possession of the Premises leased or mortgaged under any such superior lease or any such superior mortgage or to realize on the mortgagor's interest under any such superior mortgage or any such superior lease (provided that Tenant is not otherwise disturbed by the lessor under any such superior lease or the holder of any such superior mortgage) shall, by operation of law or otherwise, result in the cancellation or termination of this Lease (unless specific action is taken by the lessor under any such superior lease or the holder of any such superior mortgage to terminate this Lease based upon a default hereunder beyond the expiration of any applicable notice, grace and cure period) or the obligations of Tenant hereunder. If the lessor under any superior lease or the holder of any superior mortgage, or the purchaser upon any foreclosure sale relating to such superior mortgage, or any designee of such lessor or such holder shall succeed to the rights of Landlord under this Lease, whether through possession, or any action or proceeding relating to the termination of such superior lease, or foreclosure action or delivery of a new lease or deed, then, at the request of such party so succeeding to Landlord's rights (such party being sometimes herein called a "**successor landlord**") and upon such successor landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver, at Tenant's sole expense, any reasonable instrument that such successor landlord may reasonably request to evidence such attornment and none of the above-described successions by themselves shall, by operation of law or otherwise, result in the cancellation or termination of this Lease (unless specific action is taken by such successor landlord to terminate this Lease) or

the obligations of Tenant. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease, except that if the successor landlord is not an Affiliate of the prior landlord, the successor landlord shall not:

(a) be liable for any previous act or omission of Landlord under this Lease (provided however, that to the extent that this Lease obligates Landlord to perform any repairs or other work or maintenance to, or to provide or perform any services to the Building or the Premises, the successor landlord shall be obligated to do so, regardless of whether the condition requiring repair existed prior to such attornment);

(b) be subject to any offset, not expressly provided for in this Lease, which shall have theretofore accrued to Tenant against Landlord; or

(c) be bound by any previous modification of this Lease, not expressly provided for in this Lease, or by any previous payment of Fixed Rent or additional rent made more than thirty (30) days in advance of when due hereunder, unless such modification or prepayment shall have been expressly approved in writing by the lessor under the superior lease or the holder of the superior mortgage through or by reason of which the successor landlord shall have succeeded to the rights of Landlord under this Lease.

Section 27.04 Subject to the terms of any RNDA or SNDA executed with the applicable subtenant, in the event of termination, cancellation, re-entry or dispossession by Landlord or a successor landlord under this Lease Tenant shall, at Landlord's or the successor landlord's request given within thirty (30) days of the foregoing, execute an assignment (without representation or warranty) by Tenant to Landlord or the successor landlord of Tenant's interest as sublessor under any subleases under this Lease.

Subject to the terms of any RNDA or SNDA executed with the applicable subtenant, in the event of termination, cancellation, re-entry or dispossession by Landlord or a successor landlord under this Lease, at Landlord's or successor landlord's option, pursuant to the applicable terms and conditions of the relevant subleases, sublessee shall attorn to Landlord or the successor landlord and upon such attornment, the sublease shall continue in full force and effect as, or as if it were, a direct lease between Landlord or the successor landlord and sublessee upon all the terms, conditions and covenants set forth in, at Landlord's or successor landlord's option, the Lease or the sublease, except that Landlord or the successor landlord shall not:

(a) be liable for any previous act or omission of sublessor under the sublease (but the same shall not release Landlord or a successor landlord, as applicable, from the requirement to perform any obligations of a continuous nature after such attornment);

(b) be subject to any offset, which shall have theretofore accrued to sublessee against sublessor not provided for in the sublease; or

(c) be bound by any previous modification of the sublease, not expressly provided for in the sublease unless consented thereto in writing, or by any previous payment of Fixed Rent or additional rent made more than thirty (30) days in advance of when due, unless such modification or payment shall have been expressly approved in writing by the Landlord under the Lease, the lessor under the superior lease or the holder of the superior mortgage through or by reason of which the successor landlord shall have succeeded to the rights of sublessor under the sublease, as the case may be.

Except for subleases for which Landlord has executed (or is required to execute) the non-disturbance agreement required pursuant to Section 25.12(d) hereof, in the event that Landlord or a successor landlord, as the case may be, does not request Tenant to assign its interest in the sublease or have sublessee attorn to Landlord or the successor landlord, as the case may be, then Landlord or successor landlord, as the case may be, shall have the right to terminate the sublease immediately at any time after termination or cancellation of this Lease or re-entry or dispossession by Landlord or a successor landlord under this Lease.

All subleases made in accordance with this Lease shall be subject to the above provisions, except for subleases for which Landlord has executed the non-disturbance agreement required pursuant to Section 25.12(d) hereof.

Section 27.05 In the event the holder of any mortgage or the lessor of any lease (present or future) relating to the Premises and/or this Lease requests that (a) this Lease and Tenant's rights hereunder be made superior, rather than subordinate, to such mortgage or lease and/or (b) Tenant enters into an SNDA or RNDA, then Tenant, within fifteen (15) days after written request, will execute and deliver without charge such commercially reasonable agreement(s) (subject to Tenant's commercially reasonable changes) confirming that this Lease and Tenant's rights hereunder are superior to such mortgage or lease, which agreements shall be in such form(s) reasonably acceptable to Tenant and to the holder of such mortgage or lessor of such lease (provided the same does not increase Tenant's obligations or decrease Tenant's rights hereunder).

Section 27.06 Intentionally deleted.

Section 27.07 (a) Landlord represents that, as of the date of this Lease, the only superior lease is held by PGREF I 1633 Broadway Land, L.P. and the only superior mortgage is held by Landesbank Baden-Wurtemberg, as Administrative Agent. Landlord shall obtain and deliver to Tenant an RNDA from such holder of such superior lease and an SNDA from such holder of such superior mortgage simultaneously with Landlord's execution and delivery of this Lease to Tenant. The form of such RNDA and such SNDA shall be in the forms as previously negotiated and agreed upon by and between Tenant and the holders of such superior lease and superior mortgage as of the date of this Lease.

(b) Anything in this Article 27 to the contrary notwithstanding, this Lease shall not be subordinate to any future mortgage or any future lease unless and until Landlord obtains an SNDA in favor of Tenant from the holder of any future mortgage or an RNDA in favor of Tenant from the holder of any future lease in such holder's standard form, subject to Tenant's commercially reasonable changes. Notwithstanding the foregoing, to satisfy the requirements of this Section 27.07, the final form of any such SNDA or RNDA must not increase Tenant's obligations or decrease Tenant's rights under this Lease and in all events must provide that as long as Tenant is not in default hereunder beyond any applicable notice, grace and cure periods, the terms and conditions of this Lease shall continue in full force and effect and Tenant's possession, use and occupancy of the Premises shall not be disturbed during the Term of this Lease.

Section 27.08 Notwithstanding anything in this Article 27 to the contrary, if the terms of any SNDA which Tenant enters into with the holder of any superior mortgage or any RNDA which Tenant enters into with the holder of any superior lease conflicts with any of the terms of this Article 27, then the terms of the SNDA or RNDA, as the case may be, shall control and such relevant provisions of this Article 27 shall be disregarded.

ARTICLE 28

Miscellaneous

Section 28.01 Notwithstanding anything contained in this Lease to the contrary, Tenant covenants and agrees that Tenant will not use the Premises or any part thereof, or permit the Premises or any part thereof to be used,

(i) for an off the street retail banking, trust company, or safe deposit business,

(ii) as an off the street savings bank, or as a savings and loan association, or as a loan company,

(iii) intentionally deleted,

(iv) as an off the street stock brokerage office or for off the street stock brokerage purposes or for the underwriting of securities that involves direct off the street patronage of the general public,

(v) as a newsstand, employment agency, office for a labor union, classroom or school (except for seminars and training or continuing professional education programs conducted by Tenant in its conference facilities),

(vi) as a restaurant and/or bar and/or for the sale of confectionery and/or soda and/or beverages and/or sandwiches and/or ice cream and/or baked goods or for the preparation, dispensing or consumption of food or beverages in any manner whatsoever; provided, however that this prohibition shall not be deemed to be violated by a customary, first-class warming pantry, the use of vending machines dispensing sodas, confectionery, prepared sandwiches, prepared ice-cream or baked goods or other prepared foods or beverages, provided that all of the foregoing shall otherwise comply with all applicable provisions of this Lease,

(vii) as offices for any government or any department, commission, subdivision or agency thereof, or

(viii) for any other use or purpose that involves direct off the street patronage of the general public.

Section 28.02 Intentionally deleted.

Section 28.03 Intentionally deleted.

Section 28.04 Intentionally deleted.

Section 28.05 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot which such floor was designed to carry as specified in the Building's Certificate of Occupancy and such load shall be placed by Tenant, at Tenant's expense, so as to properly distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient in Landlord's reasonable judgment to absorb and minimize vibration, noise and annoyance so that the same does not exceed that in Comparable Buildings. If the Premises be or become infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, employees, visitors or licensees, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the reasonable satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be reasonably approved by Landlord.

Section 28.06 Intentionally deleted.

Section 28.07 Without incurring any liability to Tenant, Landlord may permit access to the Premises and open the same, whether or not Tenant shall be present, upon demand of a sheriff, marshal, court officer or governmental authority in possession of a warrant permitting such access, or upon demand of any representative of the fire, police, building, sanitation or other department of the city, state or federal governments, provided that Landlord shall use reasonable efforts to give prior notice to Tenant with respect to such access and to maintain the confidentiality of the papers and files of Tenant and its clients.

Section 28.08 Intentionally deleted.

Section 28.09 Vending machines may be installed for Tenant's employees and guests only in the Premises without Landlord's consent.

Section 28.10 Intentionally deleted.

Section 28.11 Tenant will not clean, nor require, permit, suffer or allow the exterior side of any window in the Premises to be cleaned by anyone other than Landlord, in violation of Section 202 of the Labor Law or the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

Section 28.12 Landlord and Tenant each represent that it has not dealt with any person or broker in connection with this Lease other than CBRE, INC. and CUSHMAN & WAKEFIELD U.S., INC. ("collectively, the **Broker**") and each agree to defend, indemnify and hold harmless the other, its agents and employees, from any loss, liability, costs, damages and expenses (including without limitation reasonable attorney's fees and disbursements) suffered by the other through any breach of this representation, or in connection with the claim of any other person or broker alleging to have dealt with the indemnifying party with respect to this Lease. The Broker shall be compensated by Landlord pursuant to a separate agreement.

Section 28.13 The term "Landlord" as used in this Lease means only the owner, or the mortgagee in possession, for the time being, of the Land and Building (or the owner of a lease of the Building or the Land and Building), so that in the event of any sale or sales of the Land and Building or of said lease, or in the event of a lease of the Building, or of the Land and Building, the Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder arising subsequent to the date of such sale or lease, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the Building, or of the Land and Building, that the purchaser or the lessee of the Building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. No general or limited partner or shareholder of Landlord (including any assignee or successor of Landlord) or other holder of any equity interest in Landlord shall be personally liable for the performance of Landlord's obligations under this Lease. The liability of Landlord (including any assignee or successor of Landlord) for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Land and Building (and the proceeds thereof until any distribution made prior to the accrual of any cause of action asserted by Tenant against Landlord) and Tenant shall not look to any of Landlord's other assets

in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations. Landlord reserves the right, at any time, to convert the Building and or Land to condominium ownership, and upon such conversion: (i) this Lease shall be subject and subordinate to the applicable condominium documents, provided Tenant's rights and obligations and costs and expenses under this Lease shall not be adversely affected, and (ii) the owner of the unit or units of which the Premises forms a part shall be deemed to be the Landlord hereunder.

Section 28.14 The submission by Landlord or Tenant of the Lease in draft form to the other party shall be deemed submitted solely for such other party's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Landlord and Tenant shall have executed the Lease and duplicate originals and/or executed copies thereof shall have been delivered to both parties.

Section 28.15 Notwithstanding any provision to the contrary contained in this Lease, Tenant shall have the right to publicly file a copy of this Lease as a material contract of Tenant in a filing with the U.S. Securities and Exchange Commission.

Section 28.16 Tenant covenants to pay any occupancy or rent tax (but not any income tax) now in effect or hereafter enacted if the same applies solely to Tenant's leasing of the Premises.

Section 28.17 Each of Landlord and Tenant hereby represents and warrants to each other that it is duly formed and in good standing, and has full corporate, limited liability company or partnership power and authority, as the case may be, to enter into this Lease and has taken all corporate, limited liability company or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation of each such party. Each party shall provide the other with corporate resolutions or other proof in a form acceptable to the other, authorizing the execution of the Lease at the time of such execution. Each party hereby represents to the other that it is not entitled, directly or indirectly, to diplomatic or sovereign immunity.

Section 28.18 Tenant acknowledges that is has no rights to any development rights, “air rights” or comparable rights appurtenant to the Land and/or Building, and consents, without further consideration, to any utilization of such rights by Landlord and agrees to promptly execute and deliver any reasonable instruments which may be requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent, provided same does not prevent occupancy of the Premises by Tenant in the manner provided herein or otherwise decrease Tenant’s rights or increase Tenant’s obligations hereunder by more than a *de minimus* amount. Subject to the foregoing, the provisions of this Section 28.18 shall be deemed to be and shall be construed as an express waiver by Tenant of any interest Tenant may have as a “party in interest” (as such quoted term is defined in Section 12-10 Zoning Lot of the Zoning Resolution of the City of New York) in the Land and/or Building.

Section 28.19 Each party hereby represents and warrants to the other that:

(a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United State Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control;

(b) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and

(c) neither party nor any person, group, entity or nation who owns any direct or indirect beneficial interest in such party or any of them is in violation of any anti-money laundering or anti-terrorism statute, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56 (commonly known as the USA PATRIOT Act) and the related regulations issued thereunder, including, without limitation, temporary regulations, all as amended from time to time.

Each party hereby agrees to defend, indemnify, and hold harmless the other and its respective partners, lenders, shareholders, directors, officers, agents and employees from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations.

Section 28.20 In the event either party commences an action in connection with enforcing the terms of this Lease, the prevailing party shall be entitled to a reasonable sum for attorney's fees, expenses and court costs, including those relating to any appeal.

ARTICLE 29

Layout and Finish

Section 29.01 Except for Landlord's Base Building Work and Landlord's Work, Tenant shall, at Tenant's sole expense, and as part of Tenant's Changes, perform all the work ("**Tenant's Work**") in the Premises necessary for Tenant's occupancy thereof, including, but not limited to all work as may be necessary to comply with all applicable Requirements (including without limitation, the Americans with Disabilities Act) or regulations and otherwise, subject to the provisions of this Lease.

Section 29.02 (a) Provided that Tenant is not then in monetary or material non-monetary default beyond the expiration of any applicable notice, grace and cure periods, Landlord shall pay Tenant an allowance in an amount equal to \$100.00 per rentable square foot of the Premises for a total of \$10,623,000.00 (the "**Tenant's Allowance**"), which Tenant's Allowance shall be used to pay solely the following costs and expenses: (i) the cost and expense incurred in connection with the performance of Tenant's Work, (ii) all soft costs (not to exceed \$2,124,600.00) relating to Tenant's Work, including, without limitation, fees payable to Tenant's engineer and Tenant's architect and all consultants (e.g., Tenant's project manager) involved in Tenant's Work and the cost to file the Tenant Plans and obtain necessary permits (but excluding the costs of moving or to purchase any personal property). If Landlord shall not be obligated to pay Tenant any installment of Tenant's Allowance because Tenant is then in default as specifically provided in this Section 29.02(a), upon the curing of such default and provided that this Lease has not been terminated, Landlord shall once again be obligated to pay all installments of Tenant's Allowance then due. In the event that the cost and expense of Tenant's Work shall exceed this amount, Tenant shall be entirely responsible for such excess. Until exhausted, Tenant's Allowance shall be payable directly to such contractor, subcontractor, materialmen, supplier or as Tenant may otherwise direct upon

written requisition in installments as Tenant's Work progresses, but in no event more frequently than monthly. In no event shall any installment of Tenant's Allowance or the Bathroom Allowance (as defined in Section 29.02(c) below) be payable to Tenant after the thirty-sixth (36th) month anniversary of the Term Commencement Date and Tenant hereby waives the right to receive any amounts of Tenant's Allowance after such thirty-sixth (36th) month anniversary. The amount of each installment of Tenant's Allowance payable pursuant to any such requisition shall be an amount equal to the actual costs due and payable for completed portions of Tenant's Work referenced in such requisition (as evidenced by the invoices due and payable and delivered to Landlord in accordance with the next sentence). Prior to the payment of any such installment, which Landlord shall make to Tenant (or to the applicable contractors, subcontractors, materialmen or suppliers, as Tenant directs) within thirty (30) days after receipt of the items set forth in clauses (1), (2) and (3) below, Tenant shall deliver to Landlord such written requisition for disbursement which shall be accompanied by (1) invoices for the Tenant's Work performed since the last disbursement; (2) a certificate signed by Tenant's architect or an officer of Tenant certifying that the Tenant's Work represented by the aforesaid invoices has been satisfactorily completed in accordance with the Tenant Plans; (3) conditional partial lien waivers by contractors, subcontractors and all materialmen (which/who have provided labor and/or materials costing in excess of \$5,000.00) for all such work, or, if then available, for work covered by the prior disbursement. If Landlord fails to make any such payment of the Tenant's Allowance or any payment of the Bathroom Allowance, in either case within fifteen (15) business days after its receipt from Tenant of notice that such installment is past due (and same is the case) after Landlord's receipt of the items set forth in (1), (2) and (3) above and, provided Landlord has not notified Tenant of Landlord's reasonable good faith dispute with any matter pertaining to the requisition for payment, then Tenant shall be entitled, until the applicable installment is paid, to credit the undisputed amount due for such installment against the payment of Fixed Rent and Article 26 additional rent next due under this Lease together with interest at the Default Rate, provided however, Tenant shall not be entitled to any credit pursuant to this sentence if Tenant is then in monetary or material non-monetary default beyond the expiration of any applicable notice, grace and cure periods. Notwithstanding anything contained herein, Landlord shall retain seven and one-half percent (7.5%) of Tenant's Allowance until Tenant or Tenant's architect has delivered to Landlord with respect to Tenant's Work all Building Department sign-offs (including, without limitation, a letter of completion), inspection certificates and any permits required to be issued by any governmental entities having jurisdiction over Tenant's Work and a general release or final lien waivers from all contractors, subcontractors and materialmen (which/who have provided labor and/or materials costing in excess of \$5,000.00) performing Tenant's Work releasing Landlord from all liability for any Tenant's Work.

(b) At any and all reasonable times during the progress of Tenant's Work, representatives of Landlord shall have the reasonable right of access to the Premises and inspection thereof; provided, however, that Landlord shall incur no liability, obligation or responsibility to Tenant or any third party by reason of such access and inspection except to the extent of acts, omissions negligence or willful misconduct or breach of this Lease by Landlord or Landlord Parties. Except for the costs for Landlord's review of Tenant Plans (provided, however, that Landlord shall not charge fees or costs for Landlord's review of Tenant's Plans for Tenant's Work in excess of \$5,000.00 in the aggregate) in accordance with Section 5.01(e)(iii), Landlord shall not charge any supervisory fee in connection with initial Tenant Work or any Tenant's Changes performed during the Term.

(c) Landlord shall, in accordance with the disbursement procedures applicable to Tenant's Allowance, reimburse Tenant for or at Tenant's option directly pay contractors, subcontractors, materialmen or suppliers, as the case may be, an amount ("**Bathroom Allowance**") equal to \$7.50 per rentable square foot of the Premises for a total of \$796,725.00 solely for the costs incurred by Tenant in building the core restrooms and the shower areas in the Premises as part of Tenant's Work (not any private or executive restrooms). All such work shall be performed in compliance with all Requirements, including, without limitation, the ADA. If Tenant does not utilize any portion of the Bathroom Allowance, such unutilized portion may be used by Tenant only as additional Tenant's Allowance.

ARTICLE 30

Insurance

Section 30.01 Tenant covenants, at its expense, to provide prior to entry upon the Premises and to keep in force and effect during the Term or Tenant's occupancy of the Premises (whichever is longer): (1) commercial general liability insurance with respect to the Premises and its Appurtenances on an occurrence basis against claims for bodily injury and property damage with minimum limits of liability in amount of Five Million and 00/100 Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage (including coverage for all operations of Tenant, products/completed operations, independent contractors, broad form property damage, personal injury liability and contractual liability coverage); (2) if the nature of Tenant's business is such as to place all or any of its employees under workers' compensation or similar statutes, workers' compensation or similar insurance affording statutory coverage and containing statutory limits; and (3) all-risk property damage insurance (replacement cost coverage), including theft or attempted theft of, Tenant's Property within the Premises. Tenant agrees to deliver to Landlord, at least ten (10) days prior to the time such insurance is first required to be carried by Tenant and thereafter within ten (10) days after the expiration of any such policy, a certificate of insurance procured by Tenant in compliance with its obligations hereunder. Workers' compensation insurance provided for in this Section may be procured by Tenant's contractors. Tenant will also furnish Landlord with evidence that Tenant's contractors performing any Tenant's Changes or other work in the Building are covered by insurance in amounts and of the types which are appropriate, in Landlord's reasonable judgment, to the size and scope of Tenant's Changes. The limits of liability specified above can be satisfied through a combination of primary and umbrella or excess liability policies, provided that coverage under such umbrella or excess liability policies is at least as broad as coverage provided by the primary policy.

Section 30.02 All the aforesaid insurance shall be issued in the name of Tenant and, except for the workers' compensation policy and the all-risk property damage policy, include Landlord (and designee(s) of Landlord as reasonably determined by Landlord) as additional insureds, and shall be written by one (1) or more responsible insurance companies authorized to do business in the State of New York, having a general policyholder rating of at least A- and a financial rating of at least VII. All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's locations. Tenant shall endeavor to provide prior written notice to Landlord in the event of a cancellation or material change of any insurance required hereunder with respect to Landlord. Tenant shall be solely responsible for payment of premiums. Tenant's

insurance shall be primary with any coverage provided by Landlord as excess and non-contributory. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 5.01(k) hereof.

Section 30.03 The minimum limits of the commercial general liability policy of insurance required by Section 30.01 hereof shall be subject to increase no more than once after the commencement of the fifth (5th) year of the term hereof but only if Landlord, in the exercise of its reasonable judgment, shall deem the same necessary for adequate protection and such increase shall result in coverage that is then customary with respect to coverage required to be carried by tenants similar to Tenant in Comparable Buildings. Within thirty (30) days after written demand therefor by Landlord, Tenant shall furnish Landlord with evidence that Tenant has complied with a reasonable increase in insurance required by Landlord pursuant to this Section 30.03. In case Tenant disputes the reasonableness of Landlord's demand, the parties agree to submit the question of the reasonableness of such demand for decision to the Chairman of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such impartial person or persons as he may designate whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any such demand by Landlord shall be deemed waived unless the same shall be asserted by Tenant by service of a notice in writing upon Landlord within thirty (30) days after the giving of Landlord's demand therefor and such waiver consequences shall be stated in bold writing in such notice.

Section 30.04 Landlord shall obtain and keep in full force and effect (a) insurance against loss or damage by fire and other casualty to the Building as may be insurable under then available standard forms of "all-risk" insurance policies, in an amount equal to one hundred percent (100%) of the replacement value thereof or in such lesser amount as will avoid co-insurance (including an "agreed amount" endorsement) and (b) commercial general liability insurance in the amount which in Landlord's reasonable judgment is then being customarily obtained by prudent landlords of Comparable Buildings. In the event that for whatever reason, full terrorism coverage is not available in an amount and at a cost which is commercially reasonable, Landlord shall obtain such coverage as is, in Landlord's reasonable discretion, considered suitable under the circumstances.

ARTICLE 31

Security Deposit

Intentionally deleted.

ARTICLE 32

Extension Option

Section 32.01 (a) Provided that at the time of the exercise of the Extension Option (herein defined):

(i) this Lease shall not have been terminated and MONGODB, INC. or its permitted Successor Entity is then Tenant under this Lease; (ii) Tenant shall not be in monetary default or material non-monetary default under this Lease beyond any applicable notice, grace and cure periods; and (iii) Tenant and/or its Affiliates are in occupancy of at least one (1) full floor of the then Premises (for the purposes of this occupancy requirement, any portions of the Premises in which Tenant is then performing any Tenant's Changes and any portions of the Premises not occupied by Tenant due to a Casualty shall both be deemed occupied by Tenant and such occupancy requirement is hereinafter referred to as the, "**Occupancy Requirement**"), Tenant shall have the option (the "**Extension Option**") to unconditionally extend the Term, for one five (5) year period, commencing on the day after the Expiration Date and ending on the fifth (5th) anniversary of the Expiration Date (the "**Extended Term**"). Tenant may exercise its Extension Option for all and not a portion of the Premises then leased by Tenant in the Building. Tenant shall exercise the Extension Option by written notice to Landlord given no later than the date which is fifteen (15) months prior to the Expiration Date (TIME BEING OF THE ESSENCE as to such date) and once Tenant exercises the Extension Option, tenant may not thereafter revoke such exercise. If any of the conditions set forth in clauses (i) through (iii) above are not fulfilled at the applicable time, the Extension Option shall be void and of no further force or effect and Tenant shall have no further Extension Option. Landlord shall, within ten (10) business days after Landlord's receipt of the notice from Tenant exercising the Extension Option give Tenant a notice specifying the reasons, if any of the conditions set forth in clauses (i) through (iii) above are not fulfilled at the applicable time, Landlord is rejecting Tenant's exercise of such Extension Option.

(b) If Tenant does not exercise the Extension Option during the applicable time period specified in the preceding paragraph, the Extension Option shall unconditionally lapse and be of no further force and effect (provided Tenant shall not have exercised such Extension Option within three (3) business days after notice from Landlord that Tenant has not timely exercised such Extension Option) and Tenant shall have no further Extension Option.

(c) The Extended Term shall be on the same terms and conditions as are contained in this Lease with respect to the initial term, except that: (i) Tenant shall take the Premises in “as-is” condition and Landlord shall have no obligation to make any improvements or alterations to the Premises or provide any improvement allowance to Tenant; (ii) the Fixed Rent during the Extended Term shall be equal to one hundred percent (100%) of the fair market rent for the Premises as of the commencement of the Extended Term (the “**Extension Fair Market Rent**”); and (iii) Base Year Operating Expenses shall mean Operating Expenses for the Operating Year ending December 31 of the calendar year in which the Extended Term shall commence and the Real Estate Tax Base shall mean the Real Estate Taxes for the Tax Year ending June 30 (or other applicable date) of the year in which the Extended Term shall commence. After Landlord receives Tenant’s notice that Tenant desires to exercise the Extension Option in the time period set forth above, Landlord shall deliver to Tenant Landlord’s determination of Extension Fair Market Rent on or before nine (9) months prior to the Expiration Date and the following shall apply thereto:

Within sixty (60) days after its receipt of Landlord’s determination of Extension Fair Market Rent for the Premises (“**Landlord’s Extension FMV Notice**”), Tenant shall notify Landlord whether it accepts or disputes such determination. If Tenant shall not respond to Landlord’s Extension FMV Notice within such 60-day timeframe, then Tenant’s failure to notify Landlord of acceptance or dispute of Landlord’s determination of Extension Fair Market Rent within five (5) days (TIME BEING OF THE ESSENCE) after Tenant’s receipt from Landlord of a second similar notice shall constitute an acceptance of Landlord’s determination. In the event that Tenant disputes Landlord’s determination of Extension Fair Market Rent, Tenant shall include in such notice its determination of Extension Fair Market Rent and in such case and failing agreement between the parties as to Extension Fair Market Rent, Landlord and Tenant shall have the Extension Fair Market Rent, determined for the Extended Term as follows:

Within thirty (30) days after the date of Tenant's notice disputing Landlord's determination, Landlord and Tenant shall each appoint an independent real estate appraiser or licensed real estate broker (respectively, "**Landlord Expert**" and "**Tenant Expert**") and Landlord Expert and Tenant Expert shall determine the Extension Fair Market Rent. The date upon which the second of said experts is appointed is herein referred to as the "**Arbitration Commencement Date**". If within fifteen (15) days after the Arbitration Commencement Date, Landlord Expert and Tenant Expert shall mutually agree upon the determination (the "**Mutual Determination**") of the Extension Fair Market Rent, their determination shall be final and binding upon the parties. If Landlord Expert and Tenant Expert shall be unable to reach a Mutual Determination within said fifteen 15-day period, then within twenty (20) days after the Arbitration Commencement Date, they shall jointly appoint a third independent real estate appraiser or licensed real estate broker ("**Third Expert**") who shall determine Extension Fair Market Rent on or before the date which is thirty (30) days after the Arbitration Commencement Date. If Landlord Expert and Tenant Expert cannot agree on Third Expert within twenty (20) days after the Arbitration Commencement Date, then the Third Expert shall be appointed by the American Arbitration Association or its successor the branch office of which is located in or closest to the City of New York), upon request of either Landlord or Tenant, or both, as the case may be. Within ten (10) days after such appointment, the Third Expert shall determine Extension Fair Market Rent. The determination of the Third Expert, whether or not approved by the Landlord Expert or the Tenant Expert, shall be final; provided, however, that the Third Expert shall assign a value to Extension Fair Market Rent which is one of the two determinations of Extension Fair Market Rent made by Landlord Expert and Tenant Expert. If, for any reason whatsoever, a written decision of the Third Expert, shall not be rendered within sixty (60) days after the Arbitration Commencement Date, then either party may require that a new Third Expert be selected utilizing the above procedures by which the first Third Expert was selected. In determining Extension Fair Market Rent, the experts shall give appropriate consideration to all then relevant factors for transactions in Comparable Buildings prevailing as of the commencement of the Extended Term. Each party shall pay for its own costs and expenses in connection with its selection and use of its initial expert. The parties shall share equally in the costs and expenses incurred in connection with the selection and use of the Third Expert. Each expert appointed pursuant to this paragraph shall be an independent, reputable licensed real estate broker or a real estate appraiser that is a designated member of the Appraisal Institute (MAI) or any successor entity, in either case with at least ten (10) years' experience in Manhattan in leasing or valuation of properties which are similar in character to the Building. Prior to his/her appointment, the Third Expert shall agree to be bound by the provisions hereof, including the obligation to render a determination within thirty (30) days after the date of his/her designation. The experts shall not have the power to add to, modify or change any of the provisions of this Lease.

(d) In the event that Extension Fair Market Rent is not established by the Expiration Date, then Tenant shall pay Fixed Rent at the rate that is the average of determinations provided by each of Landlord and Tenant until such Extension Fair Market Rent determination shall have occurred at which time there shall be an equitable adjustment of the Fixed Rent payable during the Extended Term as provided for in this Lease (taking into account the Fixed Rent previously paid by Tenant during the Extended Term).

ARTICLE 33

Right of First Offer

Section 33.01 (a) For purposes of this Lease, the “**First Offer Space**” shall mean the entire 39th floor of the Building that becomes available for lease (subject to Section 33.07 hereof) during the Term (including the Extended Term).

(b) Provided that as of the date of the giving of Tenant’s First Notice (as such term is hereinafter defined): (i) this Lease has not been terminated; (ii) Tenant is not in monetary or material non-monetary default under the terms and conditions of this Lease after notice and the expiration of applicable notice, grace and cure periods; and (iii) Tenant then satisfies the Occupancy Requirement with respect to the entire then rentable area of the Premises, then if Landlord shall have First Offer Space available for leasing, then Landlord, before offering such First Offer Space to any third party (subject to Section 33.07), shall offer to Tenant the one-time right to include such First Offer Space within the Premises for the remainder of the Term upon all the terms and conditions of this Lease, except that:

(A) the Fixed Rent with respect to such First Offer Space shall be at a rate equal to 100% of the fair market rent for such First Offer Space taking into account all then relevant factors for transactions in Comparable Buildings prevailing as of the First Offer Space Inclusion Date (the “**First Offer Fair Market Rent**”).

(B) Base Year Operating Expenses shall mean Operating Expenses for the Operating Year ending December 31 of the calendar year in which the First Offer Space Inclusion Date shall occur and the Real Estate Tax Base shall mean the Real Estate Taxes for the Tax Year ending June 30 (or other applicable date) of the year in which the First Offer Space Inclusion Date shall occur.

Such offer shall be made by Landlord to Tenant in a written notice (the “**First Offer Notice**”), which offer shall designate the First Offer Space, the estimated date that such space will be available for Tenant’s occupancy (the “**Estimated Inclusion Date**”), and shall specify Landlord’s determination of the First Offer Fair Market Rent payable with respect to any such First Offer Space. Tenant shall not have the right to exercise any option under this Article 33 from and after the Option Cutoff Date (as hereinafter defined), and, accordingly, from and after the Option Cutoff Date, (I) Landlord shall have no obligation to give a First Offer Notice to Tenant with respect to any First Offer Space (or any portion thereof), and (II) Landlord shall have the right to lease any First Offer Space (or such portion thereof) to any other person or entity without first offering any First Offer Space (or such portion thereof) to Tenant as contemplated by this Article 33. The term “Option Cutoff Date” shall mean the date that is four (4) years prior to the Expiration Date, except that if Tenant exercises the Extension Option, then the Option Cutoff Date shall be the date that is four (4) years prior to the Extended Term Expiration Date. For avoidance of doubt, Landlord shall continue to be obligated to send a First Offer Notice to Tenant during the period after the Cutoff Date for so long as the Extension Option is still available to Tenant, and Tenant shall have the right to exercise its rights under this Section 33 by giving notice to Landlord of the exercise of the Extension Option by the date Tenant is required to deliver Tenant’s First Notice with respect to the applicable First Offer Notice.

Section 33.02 (a) Tenant may unconditionally (but subject to Tenant’s right to dispute the amount of the First Offer Fair Market Rent pursuant to Section 33.04) accept the offer set forth in the First Offer Notice by delivering to Landlord an acceptance (“**Tenant’s First Notice**”) of such offer within twenty (20) days after delivery by Landlord of the First Offer Notice to Tenant. The First Offer Space designated in the First Offer Notice shall be added to and included in the Premises on the date such

First Offer Space shall be delivered to Tenant broom-clean, vacant, free of any prior occupant's personal property, unleased and free of occupants or claims of occupancy ("**First Offer Space Inclusion Date**"). Time shall be of the essence with respect to the giving of Tenant's First Notice.

(b) If Tenant does not accept the First Offer Notice by delivering to Landlord Tenant's First Notice within the time period set forth in Section 33.02(a), Tenant shall be deemed to have unconditionally waived its rights under this Article 33 with respect to the First Offer Space designated in Landlord's First Offer Notice, and Landlord shall at any and all times thereafter be entitled to lease such First Offer Space designated in the First Offer Notice to others at such rental and upon such terms and conditions as Landlord may desire.

Section 33.03 If any First Offer Space shall not be available for Tenant's occupancy on the Estimated Inclusion Date for any reason beyond the control of Landlord, including the holding over of the prior tenant, then Landlord and Tenant agree that the failure to have such First Offer Space available for occupancy by Tenant shall in no way affect the validity of this Lease or the inclusion of such First Offer Space in the Premises or the obligations of Landlord or Tenant hereunder, nor shall the same be construed in any way to extend the Term or impose any liability on Landlord, and for the purpose of this Article 33, the First Offer Space Inclusion Date shall be deferred to and shall be the date such First Offer Space is delivered to Tenant broom-clean and free of any prior occupants' personal property, vacant, unleased and free of occupants or claims to occupancy. The provisions of this Section 33.03 are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law. Landlord shall pursue in a commercially reasonable manner remedies against any holdover tenant, including but not limited to eviction.

Section 33.04 In the event that Tenant disputes the amount of the First Offer Fair Market Rent specified in the First Offer Notice, then within forty-five (45) days after Tenant's receipt of the First Offer Notice, Tenant shall notify Landlord of such dispute and include in such notice Tenant's determination of the First Offer Fair Market Rent. Within twenty-five (25) days after Landlord's receipt of such notice from Tenant, failing an agreement as to the First Offer Fair Market Rent, Landlord and Tenant shall each appoint an independent real estate appraiser or broker (with the qualifications set forth in Section 32.01(c) hereof) and initiate the process provided for in Article 32 of this Lease, and such provisions shall apply to the determination of First Offer Fair Market Rent for the First Offer Space. If Tenant shall not dispute Landlord's determination of the First Offer Fair Market Rent within the forty-five (45) day timeframe set forth above, then Tenant's failure to notify Landlord of acceptance or dispute of Landlord's

determination of First Offer Fair Market Rent within five (5) days (TIME BEING OF THE ESSENCE) after Tenant's receipt from Landlord of a second similar notice shall constitute an acceptance of Landlord's determination of the Fixed Rent set forth in the First Offer Notice.

Section 33.05 Tenant agrees to accept the First Offer Space in its condition and state of repair existing as of the date of Landlord's First Offer Notice (provided, however, that the First Offer Space shall be broom clean and free of any prior occupant's personal property), and understands and agrees that Landlord shall not be required to perform any work, supply any materials, incur any expense or provide any improvement allowance or free rent to prepare such space for Tenant's occupancy (which factors shall be taken into consideration in the determination of First Offer Fair Market Rent).

Section 33.06 The termination of this Lease during the Term shall also terminate and render void all of Tenant's options or elections under this Article 33 whether or not the same shall have been exercised; and nothing contained in this Article shall prevent Landlord from exercising any right or action granted to or reserved by Landlord in this Lease to terminate this Lease. None of Tenant's options or elections set forth in this Article 33 may be severed from this Lease or separately sold, assigned or transferred.

Section 33.07 Notwithstanding any language to the contrary contained in this Article 33, the rights granted to Tenant hereunder shall be at all times subject and subordinate to: (i) Landlord's right to renew or extend the term of the lease with the current occupant of the First Offer Space (Time Warner), whether pursuant to option or otherwise; and (ii) the rights of Allianz to lease the First Offer Space pursuant to its lease with Landlord.

Section 33.08 If the Fixed Rent for the First Offer Space is not determined by the First Offer Space Inclusion Date, then Tenant shall pay Fixed Rent at the rate that is the average of that which is set forth in Landlord's First Offer Notice and that which is set forth in Tenant's dispute notice until the First Offer Fair Market Rent determination shall have occurred at which time there shall be an equitable adjustment of the Fixed Rent payable for the First Offer Space (taking into account the Fixed Rent previously paid by Tenant for the First Offer Space).

ARTICLE 34

Shaft Space

Section 34.01 Tenant shall have the right to use, during the Term at no cost to Tenant, the Shaft Space described below (the "**Shaft Space**"). Tenant shall use the Shaft Space for telecommunications cable to connect the Premises to the telecommunications room on the basement level of the Building. The Shaft Space is and shall be contained within a reasonably unobstructed pathway running from the telecommunications room on the basement level of the Building to the Premises in locations as reasonably determined by Landlord and reasonably acceptable to Tenant. There are two (2) electrical points of entry located next to each other on the 51st Street side of the Building (between 8th Avenue and Broadway). There are two (2) main electrical closets on each floor which connect to the main switchgear room via wire and pipe. Access to any conduit closets on each such floor shall, at Landlord's election, be restricted so that no entry to the closet will be permitted unless Landlord's designated contractor or other representative is present (subject to Building rules and regulations, Landlord agreeing to make such access available on 24 hours prior notice or as quickly as possible in the case of an emergency). Landlord may require any installation of any conduits or any cable in the Shaft Space or any connection of Tenant's cable or other lines to the Premises to be performed by contractors selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein, use of the Shaft Space shall be at no cost to Tenant; however, all reasonable charges of such running of conduit, cable, installations, connections to and through the Shaft Space, as applicable, and the ongoing use and maintenance of such items shall be at Tenant's sole cost and expense. Tenant shall pay to Landlord, within thirty (30) days after written demand which shall include reasonable supporting information, any Building Standard charges for any of Landlord's personnel required in connection with Tenant's use of or access to the Shaft Space. Any use by Tenant under this Article 34 of the Shaft Space and cable, connecting lines or conduit shall comply with all applicable Requirements or insurance requirements, the other provisions of this Lease, and such Building Standard rules and regulations as are adopted

by Landlord from time to time subject to and in accordance with Section 5.01(b) hereof, and shall not interfere with the operation of the Building or with the use by any other tenant of the Building or such tenant's premises or the common areas of the Building. All required cabling, connecting lines or conduit shall be installed out of sight. Prior to any installation of cable, connecting lines or conduit in the Shaft Space, Tenant shall obtain Landlord's written reasonable approval as set forth in Section 5.01(e) of this Lease as if the Shaft Space were part of the Premises. In no event may any conduit, cabling or connecting lines be run to any other service provider or any other tenant or occupant of the Building. Tenant shall have the right, subject to Landlord's reasonable approval, to select the telecommunications service providers that it uses in the Premises. To the extent Landlord approves a telecommunications service provider for Tenant that does not service the Building as of the date of this Lease, Tenant's right to use such provider is conditioned upon such provider entering into such agreement and upon such commercially reasonable terms as Landlord shall require, consistent with industry practices. As of the date of this Lease, the following are the Building's telecommunications providers: Verizon, Broadview Networks and Time Warner. All costs associated with the telecommunication services provided to Tenant shall be at Tenant's sole expense.

Section 34.02 Except as expressly provided otherwise herein, Tenant's obligations and Landlord's rights under this Lease for the protection of the Building, the Underlying Indemnitees, and third parties, including, without limitation, Tenant's obligations regarding maintenance, repairs (subject to Tenant being afforded reasonable access), mechanic liens, insurance, indemnification, reasonable attorney fees and costs of suit, shall apply in the same fashion with respect to the use of the Shaft Space and the cable, connecting lines or conduit described in this Article 34 as they do with respect to the use of the rest of the Premises.

ARTICLE 35

Tenant's Signage

Section 35.01 Tenant, in compliance with all applicable provisions hereof and all applicable Requirements shall have the right to have erected and maintained one sign that displays Tenant's name or logo on each of the north and south sides (collectively, "**Tenant's Monument Signage**") on the existing monument sign ("**Monument Sign**") located within the Plaza in front of the Broadway side of the Building. The size, location and all other specifications of Tenant's Monument Signage shall conform to the specifications set forth on Exhibit E attached hereto and all applicable Requirements. Any installation, replacement and removal of Tenant's Monument Signage shall be performed by Landlord and Tenant shall reimburse Landlord for the actual out-of-pocket costs incurred by Landlord in connection therewith within thirty (30) days after delivery to Tenant of an invoice therefor together with reasonable supporting documentation; provided that nothing herein shall limit Tenant's right to use (subject to the provision of Section 29.02(a) hereof) a portion of Tenant's Allowance to pay for the cost of Tenant's Monument Signage. Notwithstanding anything to the contrary in the foregoing, any tenant, either existing or future, leasing greater rentable area in the Building than Tenant shall have the right to have its signage appear on the Monument Sign on top of Tenant's Monument Signage, provided that in no event shall Tenant's Monument Signage be removed from the Monument Sign. Tenant's Monument Signage shall be below the existing "Warner Music Group" sign on the Monument Sign. Tenant's Monument Signage shall not be the exclusive signage on the Monument Sign. Landlord shall not unreasonably withhold, condition or delay its consent to any modifications to Tenant's Monument Signage. In the event that the area of the Building in which the Monument Sign is located is renovated, redesigned, altered or the like in a manner that requires the removal of the Monument Sign, then Landlord shall provide alternate name signage, at Landlord's expense, to Tenant and Landlord shall use reasonable efforts to maintain the prominence of Tenant's Monument Signage in terms of location, size and design.

Section 35.02 Subject to compliance with all legal or insurance requirements and the provisions of Section 5.01(e) of this Lease, Tenant may install, at Tenant's sole cost and expense, entry door and elevator lobby signage identifying Tenant on each full floor in which Tenant is in occupancy, the location, size, design and appearance of any such signs shall be as reasonably approved by Landlord. Tenant, at its cost and expense, shall maintain, repair and replace such signs under this Section 35.02 in compliance with all applicable Requirements and such standards for the Building

as Landlord in its reasonable discretion may determine. Tenant shall be entitled to Building Standard signage on multi-tenant floors.

Section 35.03 Upon: (i) the Expiration Date or sooner termination of this Lease; (ii) Tenant under this Lease no longer being MONGODB, INC. or its permitted Successor Entity; or (iii) Tenant does not comply with the Occupancy Requirement with respect to at least two (2) full floors in the Building, Landlord may, by notice to Tenant irrevocably terminate Tenant's right to maintain Tenant's Monument Signage pursuant to this Article 35 and Landlord may thereupon remove Tenant's Monument Signage permitted under this Article 35.

Section 35.04 No signage rights under this Article 35 may be separately assigned or transferred by Tenant.

ARTICLE 36

Quiet Enjoyment

Section 36.01 Landlord covenants that if and so long as this Lease shall be in full force and effect, Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord or by any other person lawfully claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Lease and, to the extent provided herein, to any ground leases and/or underlying leases and/or any mortgages to which this Lease is subject and subordinate as hereinbefore set forth.

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

PGREF I 1633 BROADWAY TOWER,

L.P.

By: PGREF I Paramount Plaza Holding GP, LLC, its general partner
(Landlord)

By: /s/ Jolanta K. Bott
Vice President

Jolanta K. Bott

MONGODB, INC.

(Tenant)

By: /s/ Andrew Stephens
Title: General Counsel

Name: Andrew Stephens

RULES AND REGULATIONS

1. The sidewalks, driveways, entrances, passages, courts, lobbies, esplanade areas, plazas, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the Premises and Tenant shall not permit any of its employees, agents or invitees to congregate in or otherwise interfere with the use and enjoyment of any of said areas. Fire exits and stairways are to be used for emergency purposes only. No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung, in, or used in connection with any window or door of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner, approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Except as otherwise provided in the Lease, no sign, insignia, advertisement, lettering, notice or other object shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of the Premises or the Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant or tenants violating this rule. Interior signs, and lettering on doors, elevator cabs and any Building directory shall, if and when approved by Landlord, be inscribed, painted or affixed for each tenant by Landlord at the expense of such tenant, and shall be of a size, color and style reasonably acceptable to Landlord.

- 4. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels, or other articles be placed on the window sills or on the peripheral air conditioning enclosures.

5. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

6. The water and wash closets and other plumbing fixtures and the HVAC vents or registers and other HVAC fixtures shall not be used for any purposes other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids, vapors or other substances shall be thrown or deposited therein or upon any adjoining buildings or land or the street. All damages resulting from any violation of the foregoing shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have, caused the same. Any cuspidors or containers or receptacles used as such in the Premises, or for garbage or similar refuse, shall be emptied, cared for and cleaned by and at the expense of Tenant.

7. Except as set forth in Article 5, Tenant shall not mark, paint, drill into, or in any way deface, any part of the Premises or the Building, provided that Tenant shall be permitted to spackle, paint and hang pictures and the like on the walls of the Premises. No boring, cutting or stringing of wires shall be permitted, except as provided in the Lease or with the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), and as Landlord may direct. No telephone or other telecommunication wires or instruments shall be introduced into the Building by any Tenant except as approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) or as otherwise expressly permitted under the Lease.

8. No motorized vehicles, animals (other than service animals such as seeing eye dogs), fish or birds of any kind shall be brought into or kept in or about the Premises. Tenant and only its employees may bring bicycles into the Building only if they comply with the New York City LL-52 Bicycle Access to Office Buildings Law and the Bicycle Access Rules and Regulations for the Building.

9. No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television which, in the sole judgment of Landlord, might disturb other tenants of the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted in the Premises by any tenant

which would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building.

10. With the exception of office supplies and cleaning supplies typically found in offices, no tenant, nor any tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, chemical or substance. Nothing shall be done in the Premises which shall in Landlord's sole judgment interfere with or impair any of the Building's equipment or systems.

11. Any locks or bolts of any kind which shall not be operable by the Grand Master Key for the Building shall not be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Grand Master Key. Each tenant shall, upon the termination of its tenancy, turn over to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost thereof. Landlord shall be afforded, upon its demand, prompt access to all machine, mechanical and/or utility rooms located within the Premises along with all keys for any locks for such rooms.

12. All removals, or the carrying in, out of or within the Building of any safes, freight, furniture, packages, boxes, crates, papers, office materials, carts or other devices used to distribute same or any other object or matter of any description must take place during such hours and in such elevators and through such Building entrances as Landlord or its agent may reasonably determine from time to time which may involve overtime work for Landlord's employees or agents for which Tenant shall reimburse Landlord. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. No messengers or couriers shall be permitted in any portion of the Building except as designated by Landlord. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the tenant from whose Premises the package or object or matter is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the

removal of property from the Premises of such tenant. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule 12 or of Rule 16 hereof.

13. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a public stenographer or public typist, or for the possession, storage, manufacture, or sale of liquor, narcotics, dope, tobacco in any form, or as a barber, beauty or manicure shop, or as a school, or as a hiring or employment agency. Tenant shall not engage or pay any employee on the Premises, except those actually working for tenant on the Premises nor advertise for laborers giving an address at the Premises. Tenant shall not use the Premises or any part thereof, or permit the Premises or any part thereof to be used for manufacturing or for the sale at retail or auction of merchandise, goods or property of any kind.

14. No tenant shall obtain, purchase or accept for use in the Premises ice, drinking water, food, coffee cart, beverage, towel, barbering, bootblackening, cleaning, floor polishing or other similar services from any persons not authorized by Landlord in writing to furnish such services, which authorization shall not be unreasonably withheld, conditioned or delayed. Such services shall be furnished only at such hours, in such places within the Premises, and under such regulations, as reasonably may be fixed by Landlord. It is expressly understood that Landlord assumes no responsibility for the acts, omissions, misconduct or other activities of the purveyors of such services unless and to the extent due to the negligence of Landlord or its agents, employees, officers or partners.

15. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Landlord's reasonable judgment, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.

16. Landlord reserves the right to exclude from the Building during hours other than Business Hours (as defined in the foregoing Lease) all persons connected with or calling upon tenant who do not present a pass to the Building signed by tenant. Landlord also reserves the right to exclude from the Building at any time any person whose presence in the Building shall in Landlord's reasonable

judgment be a detriment to the safety, character, security, reputation or interest of the Building. Tenant shall furnish Landlord with a facsimile of such pass. All persons entering and/or leaving the Building during hours other than Business Hours may be required to sign a register. Tenant shall be responsible for all persons to whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons.

17. Tenant, before closing and leaving the Premises at any time, shall see that all operable windows are closed and all lights (other than security and safety lighting) are turned out. All entrance doors in the Premises shall be left locked by tenant when the Premises are not in use. Entrance doors shall not be left open at any time.

18. Tenant shall, at tenant's expense, provide artificial light and electric energy for the employees of Landlord and/or Landlord's contractors while doing janitor service or other cleaning in the Premises and while making repairs or alterations in the Premises.

19. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

20. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by any others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material, or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord reasonably shall require. No hand trucks shall be used in any passenger elevators.

23. Tenant shall not cause or permit any odors of cooking or other processes or any unusual or objectionable odors to emanate from the Premises which would annoy other tenants or create a public or private nuisance. No cooking (except small scale microwaving and toasting) shall be done in the Premises except as is expressly permitted in the foregoing Lease.

24. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials and certification of the materials' fire-retardant characteristics shall be submitted to and approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), and such materials shall be installed in a manner approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed).

25. All contractors rendering any service to Tenant shall be referred to Landlord for approval and supervision prior to performing such services, which approval shall not be unreasonably withheld, conditioned or delayed. This applies to all work performed in the Building of whatsoever nature. Tenant shall use only the freight or service elevator for all deliveries and only at hours reasonably prescribed by Landlord. Bulky materials (as reasonably determined by Landlord) may not be delivered during Business Hours but only thereafter. Tenant's contractors working in the Building must enter or exit only by way of the freight or service elevator. Any work performed by Tenant's contractors during non-business days or during the hours determined by the Building on business days will necessitate the use of the freight or service elevator (with operator), a security guard and a stand-by engineer, the cost of which Tenant agrees to pay Landlord.

26. Tenant shall not at any time directly or indirectly employ, permit the employment of, or contract for any service provider, contractor, mechanic or laborer in the Premises, whether in connection with any alteration or otherwise, if such employment or contract will interfere or conflict with any other service provider, contractor, mechanic or laborer engaged in the construction, maintenance or operation of the Building, or any part thereof, by Landlord. Upon Landlord's demand, Tenant shall take all measures to cause all of its service providers, contractors, mechanics or laborers causing such interference or conflict to leave the Building promptly, or shall take whatever action reasonably requested by Landlord necessary to end such conflict.

27. Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary or desirable for the reputation, safety, care or appearance of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of tenants or others in the Building. No rescission, alteration or waiver of any rule or regulation in favor of one tenant shall operate as a rescission, alteration or waiver in favor of any other tenant.

In the event of any inconsistency between the above Rules and Regulations and the Lease to which the same is attached, the Lease shall control.

EXHIBIT A
RENTAL PLANS

A-1

EXHIBIT B

OPERATING EXPENSES

(ALL TERMS USED HEREIN THAT ARE DEFINED IN THE LEASE OF WHICH THIS EXHIBIT IS A PART, HEREIN CALLED THE "LEASE", SHALL HAVE THE RESPECTIVE MEANINGS SPECIFIED IN THE LEASE UNLESS THE CONTEXT OTHERWISE REQUIRES.)

1. Operating Expenses as used in Article 26 shall mean the aggregate of all those costs and expenses (and taxes, if any thereon) paid or incurred by or on behalf of Landlord (whether directly or through independent contractors) without any duplication in respect of the operation, maintenance and management of the Land and/or the Building and the sidewalks and areas adjacent thereto (herein called the "**Operation of the Property**") which, in accordance with the GAAP used by the Landlord (and which is in accordance with sound management principles for the operation of Comparable Buildings), are properly chargeable to the Operation of the Property, together with and including, but not by way of limitation, the cost of electricity (including any taxes paid thereon) used in operating all Building equipment and servicing common areas of the Building, which cost shall be determined (if such electricity is not separately metered) on the basis of an electrical survey of such equipment and common area facilities and the then prevailing rates, provided however, the cost of such electricity shall be equal to Landlord's actual, out-of-pocket cost without profit or mark-up except at the rate determined in Section 24.01 hereof, and financial expenses incurred in connection with the Operation of the Property such as insurance premiums and legal, auditing, management and other professional fees and expenses, but specifically excluding (a) Real Estate Taxes, as defined in Section 26.01(a) and any penalties or late fees in connection therewith, (b) franchise, estate, gift, excise, inheritance or income taxes imposed on the Landlord and any penalties or late fees in connection therewith, (c) debt service payments, interest and any other charges payable in connection with any mortgages encumbering the Building or the Land, (d) all leasing costs, including without limitation, leasing and brokerage commissions and similar fees (including appraisals) as well as accounting and appraisal fees relating to determinations of fair market rent, (e) the cost of electrical energy furnished directly to tenants of the Building (f) the cost of electrical energy and condenser water provided during overtime periods consumed in any space within the Building leased or available for lease to tenants, (g) the cost of removing, remediating, abating or otherwise treating asbestos (including vermiculite) and any other Hazardous Materials or wastes from the Building or Land, but the costs

of inspecting, testing and monitoring for same may be included within Operating Expenses to the extent such actions are customarily conducted by owners of Comparable Buildings in the ordinary course of operating and managing the same (except to the extent any such inspection, testing or monitoring is required as a result of Landlord's failure to comply with its obligations under this Lease), (h) cost of tenant installations, improvements and decorating incurred (whether as result of work performed by Landlord or payment to the tenant) in connection with preparing space for a tenant and other costs of refurbishing tenant's space or of preparing any space for lease or lease renewal or addition to a tenant's lease (and any takeover obligations or rent payments under any agreement assumed by Landlord), (i) legal, accounting, auditing, architectural, space planning and other professional expenses incurred in connection with any negotiation of, or disputes arising out of, any lease or proposed lease in the Building or enforcing obligations of tenants under leases or payments made to tenants to take over leases, (j) depreciation or amortization of the Building or its equipment (except as expressly provided for in this Lease), (k) expenses incurred by Landlord in connection with damage, casualty or condemnation of all or a portion of the Building; provided, however, that with respect to the cost to repair damage, Landlord may include in Operating Expenses the deductible amount under any insurance policy but only if such deductible is comparable to deductibles in Comparable Buildings), (l) ground lease rent on any ground lease or superior lease and interest, principal, points and fees, amortization or other costs incurred with respect to any sale or acquisition, mortgage, loan or refinancing of the Building or Land or of any air rights, transferable development rights, easements or other real property interests and/or any interests therein, or in any person or entity of whatever tier or level owning an interest therein, including, without limitation, attorney's fees and disbursements, brokerage commissions, transfer taxes, recording costs and taxes, title insurance premiums, title closer's fees and gratuities and other similar costs incurred in connection with the sale or transfer of an interest in Landlord, the Land, and/or the Building, (m) all costs associated with installing, operating and maintaining any specialty facility such as an observatory, broadcasting facilities, luncheon club, athletic or recreational club, child care or similar facility, auditorium, cafeteria or dining facility or conference center and all costs of reconfiguring or making any additions to, or building additional stories on, the Building or its plazas, or adding buildings or other structures adjoining the Building, or connecting the Building to other structures adjoining the Building, (n) costs incurred in performing work or furnishing services for any tenant to the extent that Tenant would have to pay a separate charge therefor if Landlord were providing the service to Tenant (e.g., overtime air conditioning), (o) capital improvements, except that (1) if any capital improvement results in reducing any Operating Expenses (as, for example, a labor-saving improvement), then with respect to the calendar year in which the improvement is made and each subsequent calendar year during the term of the Lease, Landlord may include in Operating Expenses the amortized

(and Landlord agrees to amortize the cost of any such improvement over the longest useful life of such improvement in accordance with GAAP consistently applied) cost of such capital improvement (plus interest at an annual rate equal to Landlord's then actual, out-of-pocket cost of funds) but not in excess, in any Operating Year, of the amount by which the Operating Expenses have been directly reduced by reason of such capital improvement for such Operating Year until the cost thereof (plus commercially reasonable, actual, out-of-pocket interest) has been fully recouped by Landlord, and (2) if any capital improvement made or purchased to the extent required in order to comply with any law or governmental regulation enacted, taking effect or implemented after the E7 Term Commencement Date, including any amendments to existing laws and regulations, then with respect to the calendar year in which the improvement is made or purchased and each subsequent calendar year (and any fraction thereof) during the term of the Lease (to the extent that such improvement is being amortized during the balance of the Lease term and Landlord agrees to amortize the cost of any such improvement over the longest useful life thereof in accordance with GAAP consistently applied), Landlord may include in Operating Expenses an amount equal to the reasonable annual amortization of such cost; (p) the cost of any service furnished to any tenant or occupant of the Building which Landlord does not make available to Tenant or for which Landlord imposes additional charges, (q) costs of correcting or repairing any structural or latent defects or any damages caused by Landlord or any Landlord Parties or by any other person, (r) salaries, including without limitation, wages, fringe benefits and all other compensation of any personnel above the grade of Building manager, (s) any amount paid to an Affiliate or other related entity which is in excess of the amount which would be paid in the absence of such relationship, (t) management fees in excess of 3% of the gross revenues collected from the Building, (u) all costs associated with Landlord's political, civic or charitable contributions, (t) debt losses, debt reserves, rent loss or rent reserves, and any and all other additions to Building reserves, (v) costs for acquiring, leasing, installing, maintaining, displaying, protecting, insuring, restoring or renewing works of art, (w) costs related to withdrawal liability or unfunded pension liability, (x) the rental value of any space in the Building used by Landlord as its corporate headquarters (as opposed to a management or leasing office of an appropriate size for the Building and consistent with Comparable Buildings) and the cost of constructing, furnishing and/or equipping the same, (y) any cost and expenses related to retail space in the Building and (z) the cost of utilities directly metered to tenants of the Building and payable separately by such tenants as well as the cost of acquiring or replacing any separate electric meter or submeter Landlord may provide to tenants of the Building measuring electricity in such tenants' premises. The preceding provisions shall not impose any obligation upon Landlord to incur such expense or provide such service. If Landlord is not furnishing any particular work or service (the cost of which if performed by Landlord would constitute an Operating Expense) to a tenant who has undertaken to

perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses (including Operating Expenses for the Base Year) shall be deemed increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant, provided such service is also being provided to Tenant. Operating Expenses shall include expenses paid or incurred on account of work, labor, services or materials or other property furnished for the purposes mentioned herein by any contractor or other party that shall be directly or indirectly affiliated with or otherwise related to Landlord (whether by stock ownership, common officers or directors or otherwise), provided, however, that such sums do not exceed the sums charged by independent contractors for furnishing like labor, services, materials or other property to Comparable Buildings.

Notwithstanding anything to the contrary contained herein, the following items shall also be excluded from Operating Expenses:

1. leasing costs (including leasing and brokerage commissions and similar fees, marketing and advertising, entertainment and promotional expenses with respect to the Building or the leasing of space therein, lease takeover or rental assumption obligations, architectural costs, engineering fees and other similar professional costs and legal fees in connection with lease negotiations) and the cost of tenant improvements or tenant allowances or inducements made for tenants of the Building (including permit, license and inspection fees and any other contribution by Landlord to the cost of tenant improvements);

2. expenses and disbursements relating to disputes with Tenant and other tenants or other occupants of the Building and/or the enforcement of leases, including court costs, accounting fees, auditing fees, attorneys' fees and disbursements and any other amount incurred in connection with any summary proceeding to evict or dispossess any tenant;
3. interest on, amortization of and any other charges in respect of mortgages and other debts;
4. costs of overtime and/or supplemental Building HVAC Systems and condenser water or chilled water supplemental systems consumed in or furnished to the Premises or any other area in the Building leased to other tenant(s) which are directly charged to Tenant or to such other tenant(s);
5. any expenses which are not paid or incurred in respect of the Land and Building but rather in respect of other real property owned by Landlord, provided that with respect to any expenses attributable in part to the Land and Building and in part to other real property owned or managed by a Landlord Party related entity (including salaries, fringe benefits and other compensation of a Landlord related entity's personnel who provide services to both the Land and Building and other properties), Operating Expenses shall include only such portion thereof as are apportioned by Landlord to the Land and Building on a fair and equitable basis;
6. costs incurred with respect to a sale or transfer of all or any portion of any interest of the Land and/or the Building or in any Person of whatever tier owning an interest therein;
7. costs incurred in connection with the acquisition or sale of transferable development rights;
8. the rental cost of items which (if purchased) would be capitalized and excluded from Operating Expenses;
9. amounts otherwise includable in Operating Expenses but reimbursed to Landlord directly by Tenant or other tenants (other than through provisions similar in substance to this Exhibit);
10. sums paid by Landlord for any damages, fines, late charges, penalties or interest for any late payment or to correct violations of building codes or other laws, regulations or ordinances applicable to the Building;

11. all costs of Landlord's general corporate and general administrative and overhead expenses (except as to other items specifically permitted hereunder to be included in Operating Expenses);
12. all costs, including the cost of repair made by Landlord to remedy damage caused by, as well as the cost of any judgment, settlement or arbitration award resulting from, any liability of Landlord for negligence or willful misconduct or improper acts of Landlord or Landlord Parties and all costs incurred as a result of Landlord's breach of its obligations under this Lease;
13. expenses of relocating or moving any tenant(s) of the Building;
14. commercial rental and occupancy tax;
15. costs arising from, or attributable to, Landlord's negligence or willful misconduct (including, without limitation, costs and expenses arising from Landlord's indemnity obligations under this Lease with respect to such negligence or willful misconduct);
16. attorney's fees and disbursements incurred by Landlord in connection with the negotiation of any superior lease or mortgage;
17. attorneys' fees incurred by Landlord in connection with any disputes arising under any lease or mortgage;
18. all costs incurred by Landlord with respect to goods and services (including utilities sold and supplied to tenants and occupants of the Building) to the extent that Landlord shall be entitled to reimbursement from any tenant in the Building, including Tenant, for the cost of like goods and services furnished to Tenant pursuant to this Lease other than in the nature of Operating Expenses;
19. all rentals of equipment to the extent the same would have been excluded as an Operating Expense if such equipment were purchased;
20. any costs or expenses for repairs or maintenance which are covered by warranties and service contracts and such expenses are reimbursed to Landlord pursuant thereto;
21. any operating expenses attributable to the retail portions of the Building;

22. any costs and expenses incurred by Landlord to comply with any law or governmental regulation enacted, taking effect or implemented prior to the E7 Term Commencement Date;

23. the costs of repairs, replacements and alterations for which and to the extent that Landlord is actually reimbursed therefor from any source; it being understood that any rent payments or other payments by tenants in the nature of additional rent as provided in Article 26 of the Lease shall not be deemed sources of reimbursement to Landlord for such costs,

24. compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord or by the operator thereof (i.e., newsstands), and

2. In determining the Base Year Operating Expenses and the amount of Operating Expenses for each subsequent Operating Year, if less than 100% of the rentable square-foot area of the office portion of the Building shall have been occupied by tenants at any time during the Base Year and/or any Operating Year, Operating Expenses shall be deemed for such Base Year and Operating Year to be an amount equal to the like expenses which would normally and reasonably be expected to be incurred had such occupancy been 100% throughout such Base Year and Operating Year.

EXHIBIT C

HEATING, VENTILATING AND AIR-CONDITIONING SPECIFICATIONS

(a) The air conditioning system shall be capable of providing inside conditions of not more than 78 degrees Fahrenheit dry bulb with outside conditions of not more than 95 degrees Fahrenheit dry bulb and 75 degrees Fahrenheit wet bulb.

(b) The system shall be capable of delivering not less than 0.2 C.F.M. of outside air per usable square foot (which provides a minimum of 20 C.F.M. of outside air per person) and of maintaining a minimum temperature throughout the Premises of 70 degrees Fahrenheit dry bulb when the outside temperature is 0 degrees Fahrenheit dry bulb.

(c) All of the foregoing performance criteria are based upon an occupancy of not more than one person per 100 square feet of usable floor area in the Premises and upon a combined lighting and standard electrical load not to exceed 5 watts per square foot of usable floor area in the Premises.

(d) Compliance with the foregoing criteria shall also be subject to applicable laws and applicable rules and regulations of governmental and quasi-governmental bodies having jurisdiction that may now or hereafter be in effect, or to compliance with requests of governmental or quasi-governmental officials or bodies of voluntary compliance with suggested standards for the conservation of energy in office buildings in New York City.

EXHIBIT D

CLEANING AND JANITORIAL SERVICES

GENERAL:

All stone, ceramic, tile, marble, terrazzo and other unwaxed or untreated flooring to be swept nightly using approved dust-down preparation; wash such flooring once a month.

All linoleum, rubber, asphalt, tile, and other similar types of flooring (that may be waxed or treated) to be swept nightly using appropriate dust-down preparation. Waxing and interim buffing shall be done at Tenant's expense.

All carpeting and rugs to be carpet-swept nightly and vacuum-cleaned at least once a week.

Hand dust and wipe clean all furniture, fixtures, window sills and convector closure tops nightly; wash sills and tops when necessary.

Empty, clean and damp dust, as necessary, all waste receptacles nightly and remove from the Premises waste paper and waste materials. Contractor shall furnish, at its sole cost and expense, all plastic trash can liners and all plastic bags required for removal of all rubbish from the Building.

Dust all door and other ventilating louvers within reach, as necessary.

Dust all telephones, as necessary.

Remove finger marks and scuff marks from partition walls and door surfaces.

Sweep all private stairway structures nightly.

Wipe clean all metal hardware and metal fixtures and other bright wood nightly.

Wipe clean all metal elevator shaftway doors and frames.

Wipe all interior metal window frames, mullions, terrace doors and other unpainted interior metal surfaces of the perimeter walls of the Building each time the interior of the windows are washed.

Such surfaces to be cleaned once each year with appropriate cleaner.

Vacuum clean peripheral induction air conditioning units semi-annually.

Normal floor cleaning only shall be performed in Tenant's computer equipment areas, food preparation and dining areas.

LAVATORIES:

Sweep and wash all lavatory floors nightly using disinfectants; wipe and polish all mirrors, powder shelves, bright work, and enameled surfaces in all lavatories nightly.

Scour, wash, and disinfect all basins, bowls, and urinals nightly.

Wash both sides of all toilet seats nightly.

Hand dust and clean, washing where necessary, all partitions, tile dispensers, and receptacles in all lavatories and restrooms nightly.

Fill toilet tissue holders nightly (tissue to be furnished by Landlord).

Empty sanitary disposal receptacles nightly.

Wash interior of wastecans and receptacles at least once a week.

Wash and polish wall tile and wall surfaces as often as necessary; in no event less than once every two weeks.

If directed by Tenant, fill soap dispensers and paper towel dispensers (soap and paper towels to be furnished by Tenant).

Empty paper towel receptacles and transport wastepaper from the Premises nightly.

HIGH DUSTING:

Do high dusting quarterly, which includes the following:

X Dust all pictures, frames, charts, graphs, and similar wall hangings reached in nightly cleaning.

- X Dust clean all vertical surfaces such as walls, partitions, doors, books, and other surfaces not reached in nightly cleaning.
- X Dust all lighting fixtures annually, including plastic and glass enclosures.
- X Dust all venetian blinds or wash, as required.

EXHIBIT E

TENANT'S MONUMENT SIGNAGE

E-1

List of Subsidiaries of MongoDB, Inc.

Name of Subsidiary	Jurisdiction
MongoDB Limited	Ireland

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-221028) of MongoDB, Inc. of our report dated March 30, 2018 relating to the financial statements and financial statement schedule, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

San Jose, California
March 30, 2018

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Dev Ittycheria, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report on Form 10-K of MongoDB, Inc. for the fiscal year ended January 31, 2018 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of MongoDB, Inc.

Date: March 30, 2018

By: /s/ Dev Ittycheria

Name: Dev Ittycheria

Title: President and Chief Executive Officer
(Principal Executive Officer)

This certification accompanies the Annual Report, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of MongoDB, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Annual Report on Form 10-K), irrespective of any general incorporation language contained in such filing.

