

SETTLEMENT AGREEMENT AND RELEASE

Claimants Edrian Biala, Amber Gleason, and Debbie Trinh (“Claimants”) and Respondent JFrog, Inc. (“JFrog” or “Respondent”) (collectively with Claimants, the “Parties”) hereby enter into this Settlement Agreement and Release (the “Agreement”) to resolve the wage and hour claims of Claimants and class and collective members (as set forth more fully below).

RECITALS

- A. WHEREAS, on April 1, 2021, Claimants’ counsel sent JFrog a letter in which they asserted that JFrog denied its Sales Representatives proper overtime pay, and invited JFrog to engage in settlement negotiations.
- B. WHEREAS, on or before May 3, 2021, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the threatened wage and hour claims through a mediation process and agreed to toll the limitations period on those claims, which was memorialized in a tolling agreement;
- C. WHEREAS, the Parties also entered into a Stipulation Regarding the Production and Exchange of Confidential Information (“Confidentiality Stipulation”), in connection with the exchange of information as part of the resolution discussions and related mediation, to which the Parties and their counsel agree to remain bound;
- D. WHEREAS, on November 17, 2021, the Parties participated in a full-day mediation session with the assistance of experienced wage and hour class and collective action mediator Tim Long, and were unable to reach a resolution of the claims, but agreed to continue settlement discussions;
- E. WHEREAS, with the continued assistance of Mr. Long, the Parties agreed to a resolution of this matter based on a mediator’s proposal on January 10, and agreed on a settlement in principle with a memorandum of understanding dated January 10, 2022;
- F. WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might result in a recovery less favorable to Claimants and class and collective members, and might not occur for several years, Claimants’ Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that the Agreement is in the best interests of Claimants and class and collective members;
- G. WHEREAS, Respondent has denied and continues to deny all allegations made by Claimants, has denied and continues to deny that Sales Representatives were misclassified under the Fair Labor Standards Act, California wage and hour law, or any other applicable law, that Respondent is liable or owes damages or penalties to anyone with respect to the alleged facts or causes of action subject to this Agreement, and that the claims subject to

this Agreement are appropriate for class or collective treatment, except for the purposes of settlement only. Nonetheless, without admitting or conceding any liability or damages whatsoever, Respondent has agreed to settle this dispute on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigating such claims; and

H. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

1.1. Agreement or Settlement means this Settlement Agreement and Release.

1.2. Application for Final Approval means documents and materials to be filed with the Arbitrator pursuant to Section 8, seeking final approval of the settlement, attorneys' fees and expenses, and Service Awards.

1.3. Arbitrator means Hunter Hughes, Esq.

1.4. Bar Date means the date that is sixty (60) Days from the date of the initial mailing of Notices, except for Class Members to whom Notice is re-mailed, for whom the Bar Date shall be the later of the sixty (60) Days from the initial mailing or forty-five (45) Days from the date of re-mailing, whichever is later, provided that no remailings will be completed after the 60th day. The Bar Date is the date by which any Putative Collective Member who is not also a California Class Member who wishes to qualify as a Participating Collective Member must timely file a Claim Form pursuant to Section 5.F, and the deadline for Objections or California Class Members' Opt-out Statements, if any.

1.5. California Class Members means Sales Representatives employed by JFrog in California during the period May 3, 2017 through March 1, 2022.

1.6. California Class Period means May 3, 2017 through March 1, 2022.

1.7. Claimants means Edrian Biala, Amber Gleason, and Debbie Trinh.

1.8. Claim Form means the form that Putative Collective Members who are not also California Class Members must return or submit electronically by the Bar Date to become Participating Collective Members.

- 1.9. **Class Counsel** means Melissa Stewart and Molly Frandsen of Outten & Golden LLP.
- 1.10. **Class List** means a list of all Class Members, including their names, last known addresses, last known personal telephone and cell phone numbers, last known personal email addresses, social security numbers, and dates and locations of employment with JFrog as Sales Representatives.
- 1.11. **Class Members** means, collectively, all Putative Collective Members, California Class Members, and PAGA Members.
- 1.12. **Days** means calendar days.
- 1.13. **Effective Date** means the date on which this Agreement is fully executed.
- 1.14. **Eligible Workweek** means each calendar week worked by a Sales Representative during the California Class period and/or the FLSA Collective Period, as applicable.
- 1.15. **Eligible PAGA Workweek** means each calendar week during which Respondent employed a PAGA Member during the relevant PAGA Period.
- 1.16. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Action, including but not limited to FICA, FUTA, and SUTA obligations. JFrog shall pay Employer Payroll Taxes in addition to the Total Settlement Amount in accordance with the terms of this Agreement.
- 1.17. **Fairness Hearing** means the hearing before the Arbitrator relating to the application for the Final Approval Award.
- 1.18. **Final Approval Award** means the award entered by the Arbitrator after the Fairness Hearing, certifying the California Class and Collective, approving the terms and conditions of this Agreement, and authorizing distribution of the Settlement Checks, Service Awards, and attorneys' fees and costs, consistent with this Agreement.
- 1.19. **FLSA Collective Period** means May 3, 2018 through March 1, 2022.
- 1.20. **Funding Date** means ten (10) business days after the Arbitrator's issuance of the Final Approval Award.

- 1.21. Net Fund** means the Total Settlement Amount less (1) Arbitrator-approved Claimants' attorney's fees and expenses; (2) Arbitrator-approved Service Awards; (3) the PAGA Fund; (4) Settlement Administrator's fees and costs, and (5) any applicable arbitration fees and costs, as set forth under Section 2.D below.
- 1.22. Notice or Notices** means the Arbitrator-approved Notice of Proposed Class Action Settlement (for California Class Members) and Notice of Proposed Collective Action Settlement (for Putative Collective Members who are not also California Class Members), as authorized in the Preliminary Approval Award, substantially in the form of Exhibits A-1 and A-2.
- 1.23. Objector** means an individual who properly files an Objection to the Settlement and does not include any California Class Member who opts-out of this Settlement.
- 1.24. Opt-Out Statement** is a written, signed statement that an individual California Class Member has decided to opt out and be excluded from this Settlement.
- 1.25. PAGA Check Enclosure Letter** means the letter attached hereto as Exhibit D, which the Settlement Administrator shall mail to PAGA Members together with the Settlement Check for the PAGA Member's Net PAGA Amount, which shall reiterate the consent to arbitration for settlement purposes by negotiating such check.
- 1.26. PAGA Fund** means Sixty Thousand Dollars (\$60,000.00) of the Total Settlement Amount that is attributed to the settlement of the PAGA claims of PAGA Members. Seventy-five percent (75%) of the PAGA Fund, or Forty Five Thousand Dollars (\$45,000.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA") ("LWDA Payment") and twenty-five percent (25%), or Fifteen Thousand Dollars (\$15,000.00) of the PAGA Fund, shall be paid to the PAGA Members ("PAGA Payment") as set forth in Section 11.4 below.
- 1.27. PAGA Members** means the Sales Representatives employed in California during the period May 3, 2020 through March 1, 2022.
- 1.28. PAGA Period** means May 3, 2020 through March 1, 2022.
- 1.29. Participating California Class Members** means all California Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.30. Participating Collective Members** means all Putative Collective Members who are not also California Class Members who timely submit valid Claim Forms before the Bar Date.

- 1.31. Preliminary Approval Award** means the partial final award entered by the Arbitrator: (1) preliminarily certifying the California Class solely for the purpose of effectuating the Agreement; (2) conditionally certifying the Fair Labor Standards Act (“FLSA”) Collective pursuant to 29 U.S.C. § 216(b) solely for the purpose of effectuating the Agreement; (3) preliminarily approving the terms and conditions of this Agreement; (4) appointing Class Counsel as defined above; (5) directing the manner and timing of providing Notice to the Class Members; and (6) setting dates to effectuate the terms of this Agreement, including the date of the Fairness Hearing.
- 1.32. Preliminary Approval Date** means the date on which the Arbitrator enters the Preliminary Approval Award.
- 1.33. Putative Collective Members** means Sales Representatives employed nationwide during the period May 3, 2018 through March 1, 2022.
- 1.34. Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Respondent. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Preliminary Approval Award and Final Approval Award.
- 1.35. Released California Claims** means the California wage and hour claims pled in the operative demand(s) or that could have been pled based on the facts alleged in the demand by Claimants on behalf of themselves and California Class Members, and that accrued during their employment with JFrog in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations, including any period tolled by the Parties’ tolling agreement, and continuing through March 1, 2022, including, without limitations, claims for unpaid minimum wage, unpaid overtime wages, premium pay, inadequate meal and rest breaks, failure to timely pay wages during and/or at the end of employment, and failure to provide adequate wage statements, including but not limited to California Business and Professions Code section 17200, California Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 1194, 1198, 2699, and the applicable California Industrial Commission Wage Order, and related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses.
- 1.36. Released Collective Claims** means the wage and hour claims pled in the operative demand(s) or that could have been pled based on the facts alleged in the demand by Claimants on behalf of themselves and Putative Collective Members, and that accrued during their employment with JFrog in an exempt-classified covered position, relating back to the full extent of the statutes of limitations, including any period tolled by the Parties’ tolling agreement, and continuing through March 1, 2022, including, without limitations, federal claims pursuant to the Fair Labor

Standards Act for unpaid minimum wage, unpaid overtime wages, premium pay, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

- 1.37. Released PAGA Claims** means the claims relating to penalties under California's Private Attorney General Act pled in the operative demand(s) or that could have been pled based on the facts alleged in the demand by Claimants on behalf of themselves, PAGA Members, and the LWDA, and that accrued during their employment with JFrog in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations, including any period tolled by the Parties' tolling agreement, and continuing through March 1, 2022.
- 1.38. Releasees** means Respondent, its respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of its incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.39. Reminder** means the text set forth in Exhibit C hereto, which the Settlement Administrator shall send via e-mail, text, and First Class United States Mail postcard to Putative Collective Members who are not also California Class Members who have not returned a Claim Form thirty (30) Days after the initial dissemination of the Notice.
- 1.40. Respondent or "JFrog"** means JFrog, Inc.
- 1.41. Respondent's Counsel** means Ulrico Rosales and Nedim Novakovic of Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, CA 94304.
- 1.42. Sales Representatives** means individuals employed by JFrog in the exempt-classified job titles of Account Manager; Account Manager - Major Accounts; Account Manager New Business – Sales; Account Manager, Enterprise; Business Development Representative; Cloud Account Executive; Cloud Account Manager; Cloud Account Manager, New Business (NB); Cloud Account Manager, SMB; Account Manager, Portfolio; Cloud Account Manager – CS; Cloud Inside Sales Representative; Cloud Sales Development Representative; Community Advocate; Community Relations Specialist; Customer Success Specialist; Enterprise Account Executive, Enterp. Accts.; Enterprise Account Manager; Enterprise Customer Success Specialist; Sales Account Representative; Sales Development Representative; Sales Development Representative, NA; Sales Representative; Senior Account Executive; Senior Community Relationship Specialist; Senior Sales Representative; SMB Customer Success Specialist; SMB New Business Account Manager; SMB, Customer Success Specialist; Sr. Account Manager - New

Business; Strategic Account Executive; and/or any exempt-classified job titles that the Parties agree are comparable to the foregoing job titles and should be included in the definition of Sales Representatives.

- 1.43. Settlement Administrator** means Rust Consulting, the administrator selected pursuant to Section 4.A to disseminate the Notice, administer the calculation, allocation, and distribution of the QSF, and perform the administrative duties in Section 4 below and elsewhere in this Agreement.
- 1.44. Settlement Checks** means checks issued to Participating Collective Members and Participating California Class Members for their share of the Net Settlement Fund, calculated in accordance with this Agreement; and checks issued to PAGA Members for their share of the PAGA Payment, calculated in accordance with this Agreement, in each case, such checks shall have an enclosure confirming consent to the arbitration process for settlement purposes by negotiating the check, which notification shall also be provided on the back all such checks, the text of which is set forth in Section 12.1.B, below.
- 1.45. Service Awards** means awards the Arbitrator approves to be paid to Claimants Edrian Biala, Amber Gleason, and Debbie Trinh of up to fifteen thousand dollars (\$15,000.00) each in recognition for their services as class representatives.
- 1.46. Total Settlement Amount** refers to Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000.00), the maximum amount Respondent has agreed to pay, subject to Section 11.1.B, below.

2. AGREEMENT TO ARBITRATE CLASS ACTION AND COLLECTIVE ACTION SETTLEMENT APPROVAL

- A. Agreement to Arbitrate.** The Parties hereby agree to submit this Settlement for approval to the Arbitrator. The Parties will ask the Arbitrator to approve this Settlement, by entering the Preliminary Approval Award and ultimately entering the Final Approval Award, as specified in this Agreement. Claimants and Respondent do not agree to arbitrate any matters other than the approval and implementation of this Settlement Agreement and issues related to that process as set forth in this Agreement. The Parties have agreed to waive their right to seek to vacate any award of the Arbitrator.
- B. Arbitration Demand.** Within seven (7) days after the execution of this Agreement by Claimants and Respondent, Class Counsel will file with JAMS a Demand for Arbitration on behalf of Claimants and Class Members to initiate the Arbitration. The Demand shall specifically seek enforcement

of this Settlement Agreement and shall limit the Arbitrator's jurisdiction accordingly. A copy of the Demand is attached hereto as Exhibit F.

- C. **Appointment of Arbitrator.** The Parties agree to the appointment of the Hunter Hughes to act as the Arbitrator.
- D. **Costs of Arbitration.** Reasonable arbitration fees shall be paid from the Total Settlement Amount.

3. APPLICATION FOR PRELIMINARY APPROVAL

- A. **Timing.** Within seven (7) days after the execution of this Agreement, together with the Arbitration Demand, Class Counsel shall file a Motion for Preliminary Settlement Approval ("Preliminary Approval Motion"). Claimants' Counsel will provide Respondent's counsel with a copy of the Preliminary Approval Motion three (3) business days in advance, where Respondent's counsel will have an opportunity to review and comment.
- B. **Content.** The Preliminary Approval Motion shall include: (1) the proposed Notices and Claim Forms attached hereto as Exhibits A-B; (2) a proposed Preliminary Approval Award; and (3) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying a Class and Collective under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b), for settlement purposes only, and preliminarily approving the Agreement. The Preliminary Approval Motion also will seek the setting of the Bar Date for Putative Collective Members who are not also California Class Members to submit Claim Forms, for California Class Members to object to this Agreement, and for California Class Members to opt-out and for a Fairness Hearing for Final Approval of the settlement before the Arbitrator at the earliest practicable date.

4. SETTLEMENT ADMINISTRATOR

- A. **Retention.** Class Counsel has selected Rust Consulting to serve as the Settlement Administrator, with Respondent's approval.
- B. **Settlement Administration Costs.** The Settlement Administrator's costs and expenses, not to exceed \$20,000, shall be paid from the Total Settlement Amount.
- C. **Responsibilities of the Settlement Administrator.** The Settlement Administrator shall be responsible for: preparing, printing, and disseminating to Class Members the Notices and Claim Forms and reminders, as provided herein; performing a skip trace up to two (2) times and resending, within one day of receipt, any Notice and Claim Form returned without a forwarding address or resending to those with a new

forwarding address; responding to requests or communications made by the Parties; preparing, monitoring, and maintaining a website where Class Members can review additional information regarding the settlement and Putative Collective Members who are not also California Class Members can submit a Claim Form; preparing, monitoring, and maintaining a telephone number with phone answerers as well as monitoring of any electronic responses; promptly furnishing to counsel for the Parties copies of any Objections and Opt-Out Statements that the Settlement Administrator receives; receiving, retaining, and reviewing the Claim Forms submitted by Collective Members; providing counsel for the Parties with copies of all Claim Forms submitted by Putative Collective Members; keeping track of Opt-Out Statements, Objections, or otherwise, including maintaining the original mailing envelope in which the request was mailed, as well as copies of any electronic notices; providing Class Counsel with a list of the names, addresses, and contact information for Participating Collective Members and Participating California Class Members; distributing the Settlement Checks to Participating Collective Members, Participating California Class Members, and PAGA Members, including the PAGA Check Enclosure Letter for PAGA Members; preparing, sending, and/or wire transferring Class Counsel's approved attorneys' fees and costs; mailing Service Awards in accordance with this Agreement and the Final Approval Award; remitting required amounts to the LWDA pursuant to the provisions of PAGA; referring to Class Counsel all inquiries by Class Members regarding matters not within the Settlement Administrator's duties specified herein; working with Class Counsel and Defendant's Counsel to resolve disputes raised by California Class Members and Putative Collective Members regarding JFrog's records and/or the calculation of his or her settlement payment pursuant to section 11.5.C below; responding to inquiries of Class Counsel and Respondent's Counsel consistent with the Settlement Administrator's duties specified herein; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Claim Forms, including any sent electronically, returned mail and other communications and attempted written or electronic communications with Class Members, confirming in writing to Class Counsel and Respondent's Counsel its completion of the administration of the Agreement; timely responding to communications from the Parties and their counsel; calculating the settlement amounts, including Employer Payroll Taxes; reporting on the status of the settlement to the Parties on a weekly basis; notifying counsel for all Parties of all timely and untimely submissions; providing a compliance affidavit in connection with the Application for Final Approval; providing Respondent's Counsel with a redacted photocopy of each

endorsed settlement check; diligent efforts in locating all Class Members, including calling Class Members, if necessary; establishing and administering the QSF; calculating and paying, as provided herein, all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; handling the California unclaimed property process for any Settlement Check to a California Class Member or PAGA Member not cashed; and such other tasks as set forth herein, or as the Parties mutually agree, or as otherwise determined by the Settlement Administrator as necessary in effectuating its notice duties.

- D. Settlement Administrator Indemnity.** Claimants shall take reasonable steps to ensure that the Settlement Administrator indemnifies the Parties and counsel regarding any improper handling of Settlement Administrator's responsibilities, including the handling of any tax-related matters. The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of Settlement Administrator's responsibilities, including the handling of any tax-related matters.
- E. Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator throughout the claims administration period. Respondent shall provide the Settlement Administrator with the information necessary to calculate the estimated settlement amounts and Settlement Checks for the Putative and Participating Collective Members, California Class Members, Participating California Class Members, and PAGA Members, and both Parties shall reasonably assist the Settlement Administrator in locating Class Members.

5. NOTICE AND CLAIM FORMS TO CLASS MEMBERS

- A. Class List.** Within seven (7) Days of the date of the Preliminary Approval Award, Respondent's Counsel shall provide the Settlement Administrator and Class Counsel with the Class List. The Settlement Administrator shall provide the Parties with its calculations regarding the number of workweeks associated with the Class List, so that the Parties are able to determine whether the terms of Section 11.1.B are triggered.
- B. Notice Content.** The Notices will include a description of the claims and this Agreement, information about the arbitration process, the estimated amount of each Class Member's Settlement Check, and the opportunity (and consequences) of objecting or opting out (for California Class Members), or to participate by filing a Claim Form and/or by cashing or otherwise negotiating a Settlement Check, and/or appear at the Fairness

Hearing, as applicable. The Notices will also advise the Class Members of a website where they can review information regarding the settlement and Putative Collective Members who are not also California Class Members can submit a claim form.

- C. **Notice Distribution.** Within twenty-one (21) Days of the Preliminary Approval Date, the Settlement Administrator shall send to all Class Members, via First Class United States Mail, e-mail, and text message with link and/or QR code to the website, the Arbitrator-approved Notice and Claim Form, enclosing a postage pre-paid return envelope for any physical mailing.
- D. **Skip Trace and Re-mailing.** The Settlement Administrator will use all commercially reasonable means to confirm Class Members' addresses and obtain new addresses as necessary, including electronic mail addresses. In the event that a Notice and Claim Form mailed to a Class Member is returned as undeliverable, physically or electronically, the Settlement Administrator shall attempt to obtain the correct address of such person, including up to two (2) skip traces, and shall attempt a re-mailing provided it obtains a more recent address, including electronic mail addresses and other electronic means agreed to by the Parties, provided that no remailing will take place after the 60th day. The Settlement Administrator shall also mail and/or email a Notice and Claim Form to any Class Member who contacts the Settlement Administrator or Class Counsel during the time period between the initial mailing of the Notice and the Bar Date and requests a Notice and Claim Form. In advance of the Fairness Hearing, the Settlement Administrator will submit a compliance affidavit reflecting completion of these efforts.
- E. **Reminder.** The Settlement Administrator shall send the reminder attached hereto as Exhibit C via e-mail and First Class United States Mail postcard to each Putative Collective Member who is not also a California Class Member who has not returned a Claim Form thirty (30) days after the initial dissemination of the Notice. The Settlement Administrator will also send a reminder text on that same day which directs Putative Collective Members who are not also California Class Members to the settlement website. In advance of the Fairness Hearing, the Settlement Administrator will submit a compliance affidavit reflecting completion of these efforts.
- F. **Effective Claim Forms for Participating Collective Members.** To be effective for the purposes of becoming a Participating Collective Member, a Claim Form must be post-marked, faxed, emailed, submitted/completed online, or otherwise received by the Settlement Administrator by the Bar

Date and include a signature in the designated area. To the extent a mailed Claim Form does not bear a post-mark, the Claim Form will be deemed timely if the Settlement Administrator receives it within three (3) Days of the Bar Date. Putative Collective Members who are not also California Class Members who were unable to file the Claim Form by the Bar Date due to good cause, such as change of address, military service, hospitalization, or other extraordinary circumstances, as determined by the Settlement Administrator, shall have until three (3) Days before the Fairness Hearing in which to return their Claim Form and become a Participating Collective Member.

- G. Cure Notice.** A Claim Form must be signed and returned to the Settlement Administrator or bear a postmark date that is on or before the Bar Date. If a Claim Form is returned to the Settlement Administrator and not signed, the Settlement Administrator shall send a notice via email and U.S. Mail advising the relevant Class Member of the defect and include a new Claim Form with an enclosed, postage paid return envelope (or link to the electronic Claim Form) to be completed (“Cure Notice”). The Class Member shall then have until the Bar Date or fifteen (15) Days after the Cure Notice is sent, whichever is longer, to return the new Claim Form and provide the missing information.
- H. Arbitration Notice.** All Notices, Claim Forms, and related communications to Class Members shall include clear and conspicuous language regarding the arbitration of the action for settlement purposes, and explain how Participating Collective Members, Participating Class Members, and PAGA Members consent to and are bound by such process.

6. CALIFORNIA CLASS MEMBER OPT-OUTS

- A.** California Class Members who choose to opt-out of the settlement as set forth in this Agreement must mail via First Class United States Mail, a written, signed statement to the Settlement Administrator that states he or she is opting out of the Settlement, and include his or her name, address, telephone number, and a statement indicating his or her intention to opt-out, such as: “I opt out of the JFrog wage and hour settlement.” (“Opt-out Statement”). To be effective, an Opt-out Statement must be post-marked or otherwise received by the Bar Date.
- B.** The Settlement Administrator will stamp the received date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Respondent’s Counsel not later than three (3) Days after receipt. The Settlement Administrator shall

provide all Opt-out Statements in its compliance affidavit to be filed with the Application for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

7. OBJECTIONS TO SETTLEMENT

- A.** Participating California Class Members who wish to present objections to the settlement or the Agreement at the Fairness Hearing must first do so in writing (“Objection”). To be considered, such Objection must be sent to the Settlement Administrator and be post-marked or otherwise received by the Bar Date. The Objection must include all reasons for objection to the settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the California Class Member making the objection (the “Objector”). The Settlement Administrator will stamp the date received on the original and send copies of each Objection, supporting documents, as well as a copy of the Notice and Claim Form mailed to the Objector, to Class Counsel and Respondent’s Counsel by email no later than three (3) Days after receipt of the objection. A California Class Member who opts out may not object. Only California Class Members who opt-in may object. By objecting, a Participating California Class Member is indicating his or her assent to the arbitration process.
- B.** An Objector has the right to appear at the Fairness Hearing either on his or her own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written Objection at the time he or she submits his or her written Objection. An Objector may withdraw his or her Objection at any time.
- C.** Claimants must file copies of any Objections with the Arbitrator and the Parties may file written responses to any filed Objections in the Application for Final Approval.

8. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

- A.** After the Bar Date, in accordance with the schedule set by the Arbitrator in the Preliminary Approval Award and in advance of the Fairness Hearing, Class Counsel shall file supporting documents and materials for final approval of the Settlement (“Application for Final Approval”). The

Application for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for attorneys' fees, costs, and Service Awards; supporting affidavits and documents from Class Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to the Agreement; and a proposed Final Approval Award.

- B.** At the Fairness Hearing and through the Application for Final Approval, the Parties shall request that the Arbitrator, among other things: (1) finally certify the California Class for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all PAGA Members, the LWDA, Participating California Class Members, and Participating Collective Members; (3) order the Settlement Administrator to distribute Settlement Checks to the Participating Collective Members and Participating California Class Members, and PAGA Payments and the PAGA Check Enclosure Letter to PAGA Members; (4) order Service Awards, Attorneys' Fees and Costs, Settlement Administrator fees and costs, arbitrations costs, and the LWDA Payment to be paid from the QSF; (5) order dismissal with prejudice of all Released California Claims, Released Collective Claims, and Released PAGA Claims asserted in the Arbitration, as set forth herein; (6) order entry of the Final Approval Award in accordance with this Agreement; and (7) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation or enforcement of this Agreement and of the settlement contemplated hereby.

- 9. CONFIRMATION OF FINAL APPROVAL AWARD.** Respondent may, but is not required to, request an award confirmation of the Final Approval Award in a court of competent jurisdiction (the "Award Confirmation"). If such request is made, Claimants agree not to oppose Respondent's request for Award Confirmation, which shall be jointly filed by the Parties upon Respondent's request.

10. TERMINATION OF AGREEMENT

- A. Grounds for Settlement Termination.** Either Party may terminate the Agreement if the Arbitrator declines to enter the Preliminary Approval Award or Final Approval Award, except if the Arbitrator declines to enter the Preliminary Approval Award or Final Approval Award due solely to the amount of attorneys' fees sought by Class Counsel. This Agreement is not contingent upon approval by the Arbitrator of Class Counsel's application for attorneys' fees, and if the Arbitrator approves the settlement payment amount allocated to the Class Members as set forth in this Agreement, but not the full application for attorneys' fees, (i) the Agreement may not be terminated, and (ii) any Arbitrator-required reduction of the attorneys' fees

will be reallocated to Class Members as part of the Net Fund. Respondent will not oppose (a) an application for attorneys' fees of up to one-third of the Total Settlement Amount, plus litigation costs not to exceed \$10,000.00, to be paid out of the Total Settlement Amount, and/or (b) a motion for reconsideration of such application.

B. Procedures for Termination. To terminate this Agreement pursuant to Section 10.A, the terminating Party shall give written notice to the other Party via email and overnight mail within ten (10) Business Days of the Arbitrator's declining to enter the Preliminary Approval Award or Final Approval Award.

C. Effect of Termination. Termination shall have the following effects:

1. The Agreement shall be terminated as to the affected Parties and shall have no force or effect.
2. Respondent shall have no obligation to make any payments to any party, Class Member, or Class Counsel, except that each Party shall be responsible for an equal share of (i) the costs and fees associated with the Settlement Administrator subsequent to the signing of this Agreement, and (ii) the costs and expenses of the Settlement Administrator associated with the mailing of termination notice to California Class Members and Putative Collective Members informing them of the settlement termination, if any.
3. If the Arbitrator enters a Preliminary Approval Award but not a Final Approval Award, the Settlement Administrator will provide an Arbitrator-approved notice to Class Members that the Agreement did not receive final approval and that, as a result, no payments will be made to Class Members under the Agreement. Such notice shall be sent by the Settlement Administrator via email and First Class United States Mail.
4. The Parties may jointly or individually seek reconsideration of a ruling by the Arbitrator declining to enter the Preliminary Approval Award or Final Approval Award in the form submitted by the Parties, or seek approval of a renegotiated settlement.
6. The Arbitration will be dismissed without prejudice, and the Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in prior to the entering of this Agreement, including the Parties' previous tolling agreement. Respondent retains the right to contest whether the claims should be maintained as a class or collective action, and to contest the merits of the claims being asserted. Subject to Section

10.C.2, the Preliminary Approval Award if any, approving the settlement and certifying the class and collective for settlement purposes only shall be null and void and the case may be certified only if Claimants are granted class or collective certification after full briefing on a motion for such certification, or if the Parties agree otherwise.

11. SETTLEMENT TERMS

11.1. Settlement Amount

- A. **Total Settlement Amount.** Respondent agrees to pay a Total Settlement Amount of Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000.00).
- B. **Increase in Net Fund.** This settlement is intended to cover no more than 6,000 workweeks. Should the total number of workweeks increase by more than 10% (more than 6,600), the Net Fund will increase by a proportionate additional amount. For example, if the total workweeks are 6,660, an increase of 11%, the Net Fund will increase in monetary value by 1%. Respondent will fund the additional amount to the QSF and such additional workweeks above that percentage will be included in the class and settlement.
- C. **Funding Date.** Respondent shall pay the Total Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator on or by the Funding Date. The Settlement Administrator shall be authorized to begin distributing Settlement Checks and payments from the QSF as set forth below.
- D. **Unclaimed Funds.**
 - 1. **California Class Members.** Any portion of the Total Settlement Amount allocated to California Class Members not distributed as per the terms hereof, including any interest accrued on the Qualified Settlement Fund, and any check not cashed after the expiration of the one hundred twenty (120) Days following issuance of checks to any California Class Members shall be redistributed *pro rata* to California Class Members who cashed or otherwise negotiated a settlement check, or, if a second distribution is impractical on the basis that the amount remaining in the Net Fund is similar to or less than the cost of a second distribution, it shall be donated to *cy pres* designee Bet Tzedik Legal Services, which was jointly selected by the Parties and subject to approval of the Arbitrator.
 - 2. **Collective Members.** The portion of the Net Fund allocated to Putative Collective Members who are not also California Class Members who do not become Participating Collective Members, as

well as the portion of the Net Fund allocated to Participating Collective Members who do not timely cash their checks after the 120-day deadline, will revert to Respondent.

3. **PAGA Members.** Any PAGA Payment check not cashed shall revert to the California unclaimed property fund under the name of the PAGA Member.

11.2. Attorneys' Fees, Expenses and Costs

- A. At the Fairness Hearing and through the Application for Final Approval, Class Counsel will petition the Arbitrator for an award of attorneys' fees of up to one-third of the Total Settlement Amount, or \$850,000, plus reimbursement of their actual litigation expenses and costs up to \$10,000.00, to be paid from the QSF. Respondent will not oppose this application, including any appeal or request for reconsideration if the application is denied or modified by the Arbitrator.
- B. The substance of Class Counsel's application for attorneys' fees and costs is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement. The outcome of any proceeding related to Class Counsel's application for fees and costs shall not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Collective Members and Participating California Class Members.
- C. Seven (7) Days after the Funding Date, the Settlement Administrator will wire Arbitrator-approved attorneys' fees and costs to Class Counsel.

11.3. Service Awards

- A. In return for services rendered to the Class Members, Claimants will apply to the Arbitrator to receive up to Fifteen Thousand Dollars (\$15,000.00) each as Service Awards from the Total Settlement Amount.
- B. The application for Service Awards is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement. The outcome of the Arbitrator's ruling on the application for Service Awards will not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval, Final Approval Award, or the fairness or reasonableness of this Agreement. Respondent will not oppose Claimants' application for Service Awards. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Collective Members and Participating California Class Members.

- C. A mutual general release as set forth in Exhibit E will be executed by JFrog and Claimants in exchange for the Service Awards.
- D. Seven (7) Days after the Funding Date, the Settlement Administrator will mail Service Awards to Claimants.

11.4. Private Attorneys General Act Payment. The Parties agree that Sixty Thousand Dollars (\$60,000.00) of the Total Settlement Amount shall be allocated as settlement of claims under the Private Attorneys General Act (“PAGA”). Seventy-five percent (75%) of that total, or Forty-Five Thousand Dollars (\$45,000.00), shall be paid to California’s LWDA pursuant to the provisions of PAGA (“LWDA Payment”). The remaining twenty-five percent (25%), or Fifteen Thousand Dollars (\$15,000.00) (“PAGA Payment”), shall be distributed to PAGA Members pursuant to the allocation formula as set forth in Section 11.5.B.

11.5. Class Members’ Payments

- A. **Allocation to Class Members.** Class Members’ estimated proportionate share of the Net Settlement Fund shall be determined by the Settlement Administrator pursuant to the following formula:
 - 1. Collective Members will receive one (1) point for each Eligible Workweek worked during the FLSA Collective Period;
 - 2. California Class Members will receive one and one-sixth (1.1667) points for each Eligible Workweek worked in California during the California Class Period;
 - 3. To calculate each Class Member’s initial proportionate share:
 - a) Add all points for all Class Members together to obtain the “Denominator”;
 - b) Divide the number of points for each Class Member by the Denominator to obtain each Class Member’s “Portion of the Net Settlement Fund”;
 - c) Multiply each Class Member’s Portion of the Net Settlement Fund by the Net Fund to determine each Class Member’s initial proportionate share.
 - d) For each Class Member, their Net Amount will be the amount of their Settlement Check, except that PAGA Members will be entitled to an additional Net PAGA Amount, as set forth below.
 - 4. For avoidance of doubt: No Class Member shall be entitled to a double recovery for any one workweek based on their status as both

California Class Member and Putative Collective Member. However, California Class Members who fall within the PAGA Members group shall be entitled to recover from the Net Fund and the PAGA Payment for the same workweek based on their inclusion in both the California Class and the PAGA Members group.

B. Allocation to PAGA Members. PAGA Members' estimated proportionate share of the PAGA Fund shall be determined by the Settlement Administrator pursuant to the following formula:

1. PAGA Members will receive one (1) point for each Eligible PAGA Workweek;
2. To calculate each PAGA Member's proportionate share of the PAGA Fund:
 - a) Add all points for all PAGA Members together to obtain the "Denominator";
 - b) Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment";
 - c) Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Payment to determine each PAGA Member's Net PAGA Amount;
 - d) Each PAGA Member will receive a separate Settlement Check for the Net PAGA Amount, in addition to the amount they are entitled to recover as a California Class Member.

C. Class Member Disputes. The calculation of Eligible Workweeks and Eligible PAGA Workweeks shall be based on Respondent's business records in accordance with this Agreement. If a Class Member disputes JFrog's records and/or the calculation of his or her settlement payment (except for the Net PAGA Amount), he or she must provide written documentation supporting his or her contention to the Settlement Administrator. JFrog's records are presumed to be correct unless the Class Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the information the Class Member provides and will make the final decision as to any dispute. By disputing workweeks, a Participating Class Member or Participating Collective Member is indicating his or her assent to the arbitration process for settlement purposes.

D. Timing of Payments. Fourteen (14) Days after the Funding Date, the Settlement Administrator will mail Settlement Checks to Class Members, Net PAGA Amount payments and the PAGA Check Enclosure Letter

attached hereto as Exhibit D to PAGA Members, and the LWDA Payment to the LWDA.

- E. Check Cashing Period.** Class Members will have one hundred and twenty (120) Days of the date checks are issued by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.
- F. Check Reminders.** The Parties agree that they will use robust efforts to ensure that checks are received by Participating Collective Members, Participating California Class Members, and PAGA Members, including the administrator's use of email, text messages, U.S. Mail, and other efforts deemed prudent by the Settlement Administrator, for robust contact attempts and multiple reminders to timely negotiate checks prior to the 120-day deadline. The Settlement Administrator will send such e-mail, text message, First Class United States Mail, or other prudent reminders within sixty (60) Days after the initial distribution of checks to Participating Collective Members, Participating California Class Members, and PAGA Members who have not yet cashed their Settlement Checks reminding them to negotiate their checks prior to the one hundred and twenty (120) Day deadline. Simultaneously with the issuance of the check cashing reminders, the Settlement Administrator shall apprise Class Counsel of the names of Participating Collective Members, California Class Members, and PAGA Members who have not yet cashed their Settlement Check(s). Class Counsel will work with the Settlement Administrator, as needed, to undertake additional efforts for the Settlement Administrator to contact such individuals to remind them to cash their Settlement Check.

11.6. Tax Characterization of Payments

- A.** For tax purposes, 50% of payments to Participating Collective Members and Participating California Class Members pursuant to Section 11.5.A shall be treated as W-2 wage payments and 50% of such payments shall be treated as 1099 non-wage income as liquidated damages, statutory penalties, and interest.
- B.** 100% of the Net PAGA Amount payment to each PAGA Member pursuant to Section 11.5.B shall be treated as 1099 non-wage compensation as civil penalties.
- C.** Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and social security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number

on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 11.2 shall be made without withholding. Class Counsel will receive a Form 1099 for this payment. Payment of Service Awards pursuant to Section 11.3 will be reported as deemed appropriate by the Settlement Administrator.

- D. The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments shall be the sole responsibility of the Class Member.
- E. The Settlement Administrator shall be responsible for making proper tax withholdings and complying with tax reporting obligations. Respondent and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with tax reporting obligations as described in Section 11.6.

12. RELEASE

12.1. Release of Claims and Arbitration Notice

- A. By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each individual Participating California Class Member, on his or her behalf and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released California Claims and consents to the arbitration process.
- B. By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each Participating Collective Member and each Participating California Class Member who cashes or otherwise negotiates a Settlement Check, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released Collective Claims and also again consents to the arbitration process.

The Settlement Check issued to Participating Collective Members shall contain the following limited endorsement:

**SIGNATURE REQUIRED BEFORE DEPOSIT
CONSENT TO JOIN AND FINAL RELEASE OF CLAIMS:**

By endorsing, depositing, negotiating, or cashing this check, I (i) consent to arbitration of my claims in this matter and understand that I am waiving the right to a jury trial for these claims, as discussed in the Notice (which can also be found at [Insert web address]), (ii) consent, agree, and opt in to be a party plaintiff in the arbitration action entitled *Biala v. JFrog Inc.*, Case No.

XX (the “Action”); (iii) designate Outten & Golden LLP to represent me for all purposes in the Action, and to make decisions on my behalf, along with Claimants, concerning the Action, (vi) agree to be bound by the settlement negotiated and approved in the Action, and (iv) forever and fully release the Releasees from the Released Collective Claims.

The Settlement Check issued to Participating California Class Members shall contain the following limited endorsement:

By endorsing, depositing, negotiating, or cashing this check, I (i) consent to arbitration of my claims in this matter and understand that I am waiving the right to a jury trial for these claims, as discussed in the Notice (which can also be found at [Insert web address]), (ii) consent, agree, and opt in to be a party plaintiff in the arbitration action entitled *Biala v. JFrog Inc.*, Case No. XX (the “Action”); (iii) designate Outten & Golden LLP to represent me for all purposes in the Action, and to make decisions on my behalf, along with Claimants, concerning the Action, (vi) agree to be bound by the settlement negotiated and approved in the Action, and (iv) forever and fully release the Releasees from the Released Collective Claims and Released California Claims.

- C. By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, the LWDA and each PAGA Member, on their behalf, and on behalf of their respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released PAGA Claims, and will likewise consent to this arbitration process.
- D. In addition to the waiver and release contained in Sections 12.1.A-C above, and in consideration for the Service Award, if approved and paid under Section 11.3 above, the Parties will be bound by their respective Mutual Release Agreement attached as Exhibit E.

12.2. Denial of Liability. Respondent has agreed to the terms of this Agreement without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this settlement will avoid the further expense and disruption of Respondent’s business due to the pendency and expense of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Respondent, nor as an admission that a class should be certified for any purpose in this case other than settlement purposes.

13. INTERPRETATION AND ENFORCEMENT

13.1. Cooperation between the parties; further acts. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Arbitrator’s approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

- 13.2. No assignment.** Claimants represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the claims, or any related action.
- 13.3. Entire agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties regarding the subject matter of the agreement shall be deemed merged into this Agreement, except that the Parties' separate tolling agreement and Confidentiality Stipulation remain in full force and effect and are not merged with this Agreement. For avoidance of doubt, this Agreement is not intended to supersede or impact any separate employment-related agreements or releases that Class Members may have previously entered into with the Respondent in connection with any employment or other service provider relationship with Respondent.
- 13.4. Binding effect.** This Agreement shall be binding upon the Parties and, upon approval, shall be binding upon the Parties, Participating Collective Members, Participating California Class Members, PAGA Members, and the LWDA.
- 13.5. Arms' length transaction; materiality of terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 13.6. Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 13.7. Governing law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 13.8. Continuing jurisdiction.** The Parties shall request the Arbitrator to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby. The Parties shall not petition the Arbitrator to modify the terms of the Agreement, except by mutual agreement of such Parties.
- 13.9. Waivers, etc. To be in writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Arbitrator's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of

the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

13.10. When agreement becomes effective; counterparts. This Agreement shall become effective when fully executed by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

13.11. Signatures. This Agreement is valid and binding only if signed by the Parties and their authorized representatives.

13.12. Facsimile, electronic, and email signatures. Any Party may execute this Agreement by signing or causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email, or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

13.13. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

08 March 2022 | 15:23:40 PST

Dated: _____, 2022

JFROG, INC.

By: _____

DocuSigned by:

Shlomi Ben Haim

Shlomi Ben Haim, CEO

Dated: _____, 2022

Edrian Biala

Dated: _____, 2022

Amber Gleason

Dated: _____, 2022

Debbie Trinh

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: _____, 2022

JFROG, INC.

By: _____
Shlomi Ben Haim, CEO

Dated: 03/07/2022, 2022



Edrian Biala

Dated: 03/10/2022, 2022



Amber Gleason

Dated: 03/09/2022, 2022



Debbie Trinh

EXHIBIT A-1 (CALIFORNIA CLASS NOTICE

OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for JFrog in California as a Sales Representative you may be entitled to a payment from a class action settlement.

An Arbitrator authorized this notice. This is not a solicitation from a lawyer.

- You received this Notice because JFrog's records indicate that you were employed in the State of California as a Sales Representative between May 3, 2017 and March 1, 2022.
- Former JFrog employees filed an arbitration action against JFrog alleging that it misclassified them and other similarly situated salespersons as "exempt" from overtime and failed to pay overtime premium compensation for all hours worked over 40 in a workweek and/or over eight hours in a workday. The arbitration action also alleges that JFrog violated California law by failing to: (i) provide meal and/or rest breaks, (ii) timely pay wages during employment and/or upon separation from employment, and (iii) provide timely, accurate, and itemized wage statements. Additionally, the arbitration alleges claims pursuant to California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and the Private Attorneys General Act, Cal. Lab. Code. §§ 2698, *et seq.* JFrog denies these allegations and the Arbitrator has not made any ruling on the merits of the claims. The Parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes and withholdings.
- The Parties have agreed to settle this dispute through a class action arbitration proceeding that, once the settlement is approved, will resolve the claims against JFrog. If you do not exclude yourself from the settlement you are agreeing and consenting to the Settlement Arbitration Process as defined and explained further below in Section 3, including the Arbitrator's determination of class and collective arbitrability, and you are agreeing and consenting to arbitrate the resolution of these claims against JFrog for purposes of this settlement.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this settlement, release the Released California Claims discussed in Section 10 below, agree to participate in the Settlement Arbitration Process, and be sent a settlement check of approximately \$AMOUNT, subject to applicable taxes and withholdings. If you endorse and deposit the settlement check, you are further indicating your affirmative assent to the Settlement Arbitration Process and will further release the Released Collective Claims discussed in Section 10 below. If you do not cash or otherwise negotiate your settlement check, you will release the Released California Claims and participate in the Settlement Arbitration Process, but you will not release the Released Collective Claims.
EXCLUDE YOURSELF	If you do not want to participate in the settlement through the Settlement Arbitration Process and want to retain your right to sue JFrog for unpaid wages and related wage and hour claims under not only federal law but also under California law, you must submit a written Opt-out Statement to the Settlement Administrator, as discussed in Section 11 below. If you submit an Opt-out Statement, you will not be eligible to receive a settlement payment or object to the settlement.
OBJECT	If you do not submit an Opt-out Statement, you may write to the Arbitrator about why you object to the settlement. By writing to the Arbitrator, you are further acknowledging and agreeing to the Settlement Arbitration Process. More information about objecting is set forth in Section 15 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail this Notice.
- The Arbitrator still has to decide whether to approve the settlement. Settlement payments will be made only if the Arbitrator approves the settlement. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

The Arbitrator ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about all of your options, before the Arbitrator decides whether to approve the settlement. This Notice explains the arbitration, your legal rights, and what benefits are available.

The Arbitrator overseeing this case is Hunter Hughes. The arbitration is *Biala v. JFrog, Inc.*

2. Am I covered by this settlement?

JFrog's records state that you were employed by JFrog in the State of California as a Sales Representative at any time between May 3, 2017 and March 1, 2022, and you are thus considered a "California Class Member."

For purposes of this settlement, "**Sales Representative**" includes individuals employed by JFrog in the exempt-classified job titles of: Account Manager; Account Manager - Major Accounts; Account Manager New Business – Sales; Account Manager, Enterprise; Business Development Representative; Cloud Account Executive; Cloud Account Manager; Cloud Account Manager, New Business (NB); Cloud Account Manager, SMB; Account Manager, Portfolio; Cloud Account Manager – CS; Cloud Inside Sales Representative; Cloud Sales Development Representative; Community Advocate; Community Relations Specialist; Customer Success Specialist; Enterprise Account Executive, Enterp. Accts.; Enterprise Account Manager; Enterprise Customer Success Specialist; Sales Account Representative; Sales Development Representative; Sales Development Representative, NA; Sales Representative; Senior Account Executive; Senior Community Relationship Specialist; Senior Sales Representative; SMB Customer Success Specialist; SMB New Business Account Manager; SMB, Customer Success Specialist; Sr. Account Manager - New Business; and Strategic Account Executive.

3. What is the arbitration about and what is the Settlement Arbitration Process?

The dispute is about whether JFrog misclassified Sales Representatives as exempt from federal and state overtime protections and failed to pay proper overtime wages, provide meal and/or breaks, timely pay wages, and provide proper wage statements, as well as related claims for penalties. JFrog denies these allegations and believes that its Sales Representatives were properly classified and received all wages and payments to which they were entitled. The Arbitrator has not made any ruling on the merits of the claims, and no party has prevailed in this action.

The Parties have agreed to settle the claims described above and to seek approval of that settlement through a class action arbitration settlement approval proceeding that, once approved by the Arbitrator, will resolve the claims against JFrog.

The "**Arbitration Process**" (i) uses a neutral arbitrator instead of a judge or jury, (ii) is subject to very limited review by courts, and (iii) provides that the neutral arbitrator will issue a written decision that will be binding and can award the same damages and relief that a court can award. For more information about the Arbitration Process, contact Class Counsel using the information in Section 20 below.

By not excluding yourself from the settlement you are agreeing and consenting to the Arbitration Process for the limited purpose of resolving the claims described above through a class action arbitration settlement and to be bound by the Arbitrator's determination of class and collective arbitrability that, once approved by the Arbitrator, will release your claims against JFrog related to the settlement (the "Settlement Arbitration Process"). Accordingly, an arbitrator will preside over the resolution of your claims in this settlement and you are waiving your right to a jury trial over these claims. However, by participating in this settlement, you are not agreeing to arbitrate any other claims you may have against JFrog unrelated to the settlement, now or in the future.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” bring claims on behalf of other people who have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individuals who initiated this class/collective action are called the “Claimants.” In a class/collective action, the Claimants ask a court, judge, or arbitrator to resolve the issues for every member of the class and collective.

5. Why is there a settlement?

The Arbitrator did not decide in favor of Claimants or JFrog. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter in arbitration solely in order to avoid the burden, expense, delay, and risks associated with litigation. The Claimants and Class Counsel think the settlement and the Settlement Arbitration Process is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

JFrog has agreed to pay a total of up to \$2,550,000.00 (the “Total Settlement Amount”), which will be used to pay: (1) settlement awards to Participating Collective Members and Participating California Class Members, including employee-side taxes related thereto; (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$10,000.00; (3) Service Awards of \$15,000.00 each to the three Named Claimants; (4) \$45,000.00 to the California Labor and Workforce Development Agency plus \$15,000.00 to the PAGA Members; (5) the Settlement Administrator’s fees and costs; and (6) the Arbitration fees.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Arbitrator, your settlement payment is estimated to be \$[AMOUNT], one half of which is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and one half of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor JFrog’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the arbitrator and used to calculate your settlement payment considers the number of weeks you worked and the relative value of the damages available under the applicable laws in California as compared with the value of damages available in other geographies. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.XXXX.com or by contacting Claimants’ Counsel using the information in Section 20 below.

The Settlement Administrator used information from JFrog's records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator at (XXX) XXX-XXXX or using the information in Section 15 below. If you dispute JFrog's records and/or the calculation of your settlement payment, you must notify the settlement administrator and provide written documentation supporting your contention. JFrog's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute. By disputing your eligible workweeks, you are indicating your assent to the Settlement Arbitration Process.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the Settlement, you do not need to take any current action. You will receive a payment of \$[AMOUNT] by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at www.XXXX.com, or by contacting the Settlement Administrator using the information in Section 15 below.

9. When will I get my settlement payment?

The Arbitrator will hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. If the Arbitrator approves the settlement, settlement checks are anticipated to be mailed approximately one month after the Arbitrator enters final approval of the Settlement.

10. What am I giving up by releasing my claims?

If you cash or otherwise negotiate your settlement check, you are agreeing to participate in the Settlement Arbitration Process (as detailed in Section 3) and you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against JFrog asserting the wage and hour claims pled in the operative demand(s) or that could have been pled based on the facts alleged in the demand by Claimants on behalf of themselves and Putative Collective Members and that accrued during your employment with JFrog in an exempt-classified covered position, relating back to the full extent of the statutes of limitations, including any period tolled by the Parties' tolling agreement, and continuing through March 1, 2022, including, without limitations, federal claims pursuant to the Fair Labor Standards Act for unpaid minimum wage, unpaid overtime wages, premium pay, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

Regardless of whether you cash or otherwise negotiate a settlement check, if you do not exclude yourself from the settlement (as described in Section 11 below), you are agreeing to participate in the Settlement Arbitration Process and you will release the Released California Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against JFrog asserting the California wage and hour claims pled in the operative demand(s) or that could have

been pled based on the facts alleged in the demand by Claimants on behalf of themselves and California Class Members and that accrued during your employment with JFrog in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations, including any period tolled by the Parties' tolling agreement, and continuing through March 1, 2022, including, without limitations, claims for unpaid minimum wage, unpaid overtime wages, premium pay, inadequate meal and rest breaks, failure to timely pay wages during and/or at the end of employment, and failure to provide adequate wage statements, , including but not limited to California Business and Professions Code section 17200, California Labor Code sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 510, 512, 1194, 1198, 2699, and the applicable California Industrial Commission Wage Order, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to release your California Released Claims, then you must take steps to exclude yourself. This is sometimes referred to as "opting out" of the settlement.

11. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement or the Settlement Arbitration Process, you must submit a written Opt-out Statement to the Settlement Administrator, stating: (i) your name, address and telephone number; and (ii) a statement indicating your intent to exclude yourself from the settlement, such as "I opt out of the JFrog wage and hour settlement." The Opt-out Statement must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against JFrog. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

If you ask to be excluded, you cannot object to the settlement.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not be eligible to receive a settlement check. However, to the extent that you are a PAGA Member, you may receive your portion of the PAGA Payment pursuant to the Settlement Agreement. Please refer to the Settlement Agreement for more details on potential payment(s) other than what is set forth in this Notice.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Arbitrator has decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all class members. These lawyers are called "Class Counsel." You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member. If you do not

opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense. The contact and biographical information for Class Counsel is in Section 20 below.

14. How will the lawyers be paid?

Class Counsel will ask the Arbitrator to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, mediating and filing the case, and negotiating the settlement. Class Counsel will also ask the Arbitrator to approve payment for out-of-pocket costs up to \$10,000.00 incurred prosecuting the case.

OBJECTING TO THE SETTLEMENT

You can tell the Arbitrator that you do not agree with the settlement or some part of it.

15. How do I tell the Arbitrator that I disapprove of the settlement?

If you have not submitted an Opt-out Statement, you can object to any portion of the settlement which you disapprove. You can give reasons why you think the Arbitrator should not approve it. The Arbitrator will consider your views. To object to the settlement, send a letter to the Settlement Administrator saying that you object to the settlement which includes all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number. By objecting to the settlement, you are indicating your assent to the Settlement Arbitration Process and will be bound by the decision of the Arbitrator (even if the Arbitrator overrules your objection).

As an Objector, you do not need to appear at the Fairness Hearing, but if you wish to do so, you should state that in your letter to the Settlement Administrator.

Objections should be mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR CONTACT]

Your objection must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

16. What's the difference between objecting and opting out?

Objecting is deciding to participate in the settlement but telling the Arbitrator that you do not like something about the settlement and asking the Arbitrator not to approve the settlement as is. You can object only if you stay in the Class and agree to participate in the Settlement Arbitration Process.

Opting out (also known as excluding yourself) is telling the Arbitrator that you do not want to be part of the Class or the Settlement Arbitration Process. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you

intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE ARBITRATOR'S FAIRNESS HEARING

17. When and where will the Arbitrator decide whether to approve the settlement?

The Arbitrator will hold the Fairness Hearing on _____ at _____.

At the hearing, the Arbitrator will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 20 below if you have any questions about the date and time of the Fairness Hearing.

18. Do I have to attend the fairness hearing?

No. Class Counsel will attend to answer questions the Arbitrator may have. But, you are welcome to attend the hearing at your own expense; if you wish to do so, please contact Class Counsel. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Arbitrator will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Claims Administrator or Class Counsel using the contact information below, or at [www.\[website\].com](http://www.[website].com).

20. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
JFrogSettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/melissa-lardo-stewart>

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
JFrogsettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/molly-frandsen>

DATED: _____, 20__

Do not contact the Arbitrator directly for any reason.

EXHIBIT A-2 (COLLECTIVE NOTICE)

OFFICIAL NOTICE OF SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

If you worked for JFrog as a Sales Representative you may be entitled to a payment from a collective action settlement.

An Arbitrator authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because JFrog's records indicate that you were employed as a Sales Representative outside of the State of California between May 3, 2018 and March 1, 2022. If you believe you were employed by JFrog in California, please contact [INSERT ADMINISTRATOR].
- Former JFrog Sales Representatives filed an arbitration against JFrog alleging that it misclassified them and other Sales Representatives as "exempt" from overtime and failed to pay overtime premium compensation for hours they worked. JFrog denies these allegations and the Arbitrator has not made any ruling on the merits of the claims. The Parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes and withholdings.
- As described more fully below, to participate in the Settlement Arbitration Process (as outlined in Section 3), you must mail a properly completed Consent to Join Settlement, Release, and Claim Form ("Claim Form") to the Settlement Administrator so that it is post-marked or received by [60 DAYS FROM DATE OF MAILING]. You may also submit a Claim Form at [insert website]. If you fail to timely return a Claim Form post-marked or otherwise received by [60 DAYS FROM DATE OF MAILING], you will not receive any money from the settlement.
- The Parties have agreed to settle this dispute through a class action arbitration proceeding that, once the settlement is approved, will resolve the claims against JFrog. By participating in this settlement (including by submitting a Claim Form and accepting payment under the settlement) you are agreeing and consenting to the Settlement Arbitration Process as defined and explained further below in Section 3, including the Arbitrator's determination of class and collective arbitrability, and you are agreeing and consenting to arbitrate the resolution of these claims against JFrog.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT	By returning a properly completed Claim Form, you are agreeing to participate in the arbitration process as detailed below in Section 3 and will be eligible to receive an estimated settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings, and release your claims. The Claim Form must be postmarked by or otherwise received on or before [INSERT DATE 60 DAYS FROM NOTICE MAILING]. You may also submit a Claim Form at [insert website]. If you choose to participate in the settlement, you are agreeing to the Settlement Arbitration Process and you will release the Released Collective Claims discussed in Section 10 below.
DO NOTHING	If you do nothing, you will not be included in the Settlement Arbitration Process and will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against JFrog, should you choose.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Arbitrator still has to decide whether to approve the settlement. Settlement payments will be made only if the Arbitrator approves the settlement. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Arbitrator ordered that you be sent this Notice because you have a right to know about the settlement of a collective action arbitration in which you are eligible to participate, and about all of your options. This Notice explains the arbitration, the settlement, your legal rights, and what benefits are available.

The Arbitrator overseeing this case is Hunter Hughes. The arbitration is *Biala v. JFrog, Inc.*

2. Am I covered by this settlement?

JFrog's records state that you were employed by JFrog anywhere in the United States except California as a Sales Representative at any time between May 3, 2018 and March 1, 2022, and you are thus considered a "Putative Collective Member."

For purposes of this settlement, "**Sales Representative**" includes individuals employed by JFrog in the exempt-classified job titles of: Account Manager; Account Manager - Major Accounts; Account Manager New Business – Sales; Account Manager, Enterprise; Business Development Representative; Cloud Account Executive; Cloud Account Manager; Cloud Account Manager,

New Business (NB); Cloud Account Manager, SMB; Account Manager, Portfolio; Cloud Account Manager – CS; Cloud Inside Sales Representative; Cloud Sales Development Representative; Community Advocate; Community Relations Specialist; Customer Success Specialist; Enterprise Account Executive, Enterp. Accts.; Enterprise Account Manager; Enterprise Customer Success Specialist; Sales Account Representative; Sales Development Representative; Sales Development Representative, NA; Sales Representative; Senior Account Executive; Senior Community Relationship Specialist; Senior Sales Representative; SMB Customer Success Specialist; SMB New Business Account Manager; SMB, Customer Success Specialist; Sr. Account Manager - New Business; and Strategic Account Executive.

3. What is the arbitration about and what is the Settlement Arbitration Process?

The dispute is about whether JFrog misclassified Sales Representatives as exempt from federal overtime protections and failed to pay them overtime compensation for hours over 40 each week. JFrog denies these allegations and believes that its Sales Representatives were properly classified and received all wages, including overtime compensation, to which they were entitled. The Arbitrator has not made any ruling on the merits of the claims, and no party has prevailed in this action.

The Parties have agreed to settle the claims described above and to seek approval of that settlement through an arbitration settlement approval proceeding that, once approved by the Arbitrator, will resolve the claims against JFrog and approve the settlement.

The “**Arbitration Process**” (i) uses a neutral arbitrator instead of a judge or jury, (ii) is subject to very limited review by courts, and (iii) provides that the neutral arbitrator will issue a written decision that will be binding and can award the same damages and relief that a court can award. For more information about the Arbitration Process, contact Class Counsel using the information in Section 16 below.

By participating in this settlement (including by submitting a claim form and accepting payment under the settlement) you are agreeing and consenting to the Arbitration Process for the limited purpose of resolving the claims described above through a class action arbitration settlement and to be bound by the Arbitrator’s determination of class and collective arbitrability that, once approved by the Arbitrator, will release your claims against JFrog related to the settlement (the “Settlement Arbitration Process”). Accordingly, an arbitrator will preside over the resolution of your claims in this settlement and you are waiving your right to a jury trial over these claims. However, by participating in this settlement, you are not agreeing to arbitrate any other claims you may have against JFrog unrelated to the settlement, now or in the future. For more information about the Settlement Arbitration Process, contact Class Counsel using the information in Section 16 below.

4. Why is this a collective action?

In a “collective action,” one or more people called “Named Claimants” bring claims on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the collective action until they “opt in.” You may “opt in” to and participate in the

settlement by returning the enclosed Claim Form. If you timely return the enclosed Claim Form, you will participate in the Settlement Arbitration Process and receive a settlement check.

5. Why is there a settlement?

The Arbitrator did not decide in favor of Claimants or JFrog. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve and arbitrate this matter solely in order to avoid the burden, expense, delay, and risks associated with litigation.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

JFrog has agreed to pay a total of up to \$2,550,000.00 (the “Total Settlement Amount”), which will be used to pay: (1) settlement awards to Participating Collective Members and Participating California Class Members, including employee-side taxes related thereto; (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$10,000.00; (3) Service Awards of \$15,000.00 each to the three Named Claimants; (4) \$45,000.00 to the California Labor and Workforce Development Agency plus \$15,000.00 to the PAGA Members; (5) the Settlement Administrator’s fees and costs; and (6) the Arbitration fees.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Arbitrator, your settlement payment is estimated to be \$[AMOUNT], one half of which is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and one half of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor JFrog’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the arbitrator and used to calculate your settlement payment considers the number of weeks you worked and the relative value of the damages available under the applicable laws in California as compared with the value of damages available in other geographies. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.XXXX.com or by contacting Class Counsel using the information in Section 16 below.

The Settlement Administrator used information from JFrog’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator at (XXX) XXX-XXXX or using the information in Section 8 below. If you dispute JFrog’s records and/or the calculation of your settlement payment, you must note your dispute on the Claim Form and provide written documentation supporting your contention in connection with submitting your Claim Form. JFrog’s records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide

and will make the final decision as to any dispute. By submitting the Claim Form and disputing your workweeks, you are agreeing to the Settlement Arbitration Process.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

You must sign and return the enclosed Claim Form by the deadline to be eligible to receive a settlement payment. Your Claim Form must be postmarked by, or otherwise received on or before, **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

The Settlement Administrator is **XX**. You may return the Claim Form in the pre-stamped return envelope or by mailing, emailing, or faxing it to:

[INSERT SETTLEMENT ADMINISTRATOR CONTACT]

You may also submit a Claim Form at **[insert website]**. To be effective, the Claim Form must be completed in full and signed.

If you do not submit a Claim Form or submit an incomplete or invalid Claim Form, you will not receive a settlement payment or participate in the Settlement Arbitration Process.

9. When will I get my settlement payment?

The Arbitrator will hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. If the Arbitrator approves the settlement, and there are no appeals, settlement checks are anticipated to be mailed approximately one month after the Arbitrator enters final approval of the Settlement.

10. What am I giving up by releasing my claims?

If you sign and return a Claim Form, you are agreeing to participate in the Settlement Arbitration Process (as outlined in Section 3) and you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against JFrog asserting the wage and hour claims pled in the operative demand(s) or that could have been pled based on the facts alleged in the demand by Claimants on behalf of themselves and Putative Collective Members and that accrued during your employment with JFrog in an exempt-classified covered position, relating back to the full extent of the statutes of limitations, including any period tolled by the Parties' tolling agreement, and continuing through March 1, 2022, including, without limitations, federal claims pursuant to the Fair Labor Standards Act for unpaid minimum wage, unpaid overtime wages, premium pay, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The law firm of Outten & Golden LLP has been designated as legal counsel to represent you and other Sales Representatives who participate in the settlement. You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. The contact information for Class Counsel is in Section 16 below.

12. How will the lawyers be paid?

Class Counsel will ask the Arbitrator to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, mediating and filing the case, and negotiating the settlement. Class Counsel will also ask the Arbitrator to approve payment for out-of-pocket costs up to \$10,000.00 incurred prosecuting the case.

THE ARBITRATOR'S FAIRNESS HEARING

13. When and where will the Arbitrator decide whether to approve the Settlement?

The Arbitrator will hold the Fairness Hearing on _____ at _____.

At the hearing, the Arbitrator will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

14. Do I have to attend the fairness hearing?

No. Class Counsel will attend to answer questions the Arbitrator may have. But, you are welcome to at your own expense.

GETTING MORE INFORMATION

15. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Settlement Administrator or Class Counsel using the contact information below, or at [www.\[website\].com](http://www.[website].com).

16. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
JFrogSettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/melissa-lardo-stewart>

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street
12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
JFrogSettlement@outtengolden.com
<https://www.outtengolden.com/lawyer-attorney/molly-frandsen>

DATED: _____, 20__

Do not contact the Arbitrator directly for any reason.

EXHIBIT B (CLAIM FORM)

CONSENT TO JOIN SETTLEMENT, RELEASE, AND CLAIM FORM

The form must be returned to the Settlement Claims Administrator so that it is postmarked or received by facsimile, email, or online by insert date that is 60 days from date of mailing.

I hereby consent to join and opt-in as a claimant for settlement purposes in *Biala v. JFrog, Inc.*, before Arbitrator Hunter Hughes, and to be bound by any adjudication of this arbitration by the Arbitrator. I understand that if I return this Claim Form, I will fully and completely release JFrog, Inc. and its respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of its incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities from: the wage and hour claims pled in the operative demand(s) or that could have been pled based on the facts alleged in the demand and that accrued during my employment with JFrog in an exempt-classified covered position, relating back to the full extent of the statutes of limitations, including any period tolled by the Parties' tolling agreement, and continuing through March 1, 2022, including, without limitations, federal claims pursuant to the Fair Labor Standards Act for unpaid minimum wage, unpaid overtime wages, premium pay, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses. I understand that I am agreeing to resolve my claims and participate in the Settlement Arbitration Process and I am waiving my right to a jury trial regarding these claims. I further agree to be bound by the terms of the collective action settlement. I hereby designate the law firm of Outten & Golden LLP to represent me in this action.

_____	_____	_____
Name (print)	Signature	Date

*Street Address

*City, State and Zip Code

*Telephone Number

*Email Address

*This information will be redacted and will not be filed publicly.

EXHIBIT C (REMINDER NOTICE)

**IMPORTANT REMINDER REGARDING
JFROG OVERTIME SETTLEMENT**

Recently you should have received a Notice advising that you are eligible to participate in the settlement of a collective action arbitration for unpaid overtime against JFrog, Inc. As of the date of this mailing, the Settlement Administrator has not received a Claim Form from you. This is to remind you that in order to receive your share of the settlement proceeds, you must complete, sign, and return the Claim Form by U.S Mail, or by facsimile or email, to:

JFROG SETTLEMENT ADMINISTRATOR

<ADDRESS>

<PHONE>

<FAX>

<E-MAIL>

<WEBSITE>

IMPORTANT DEADLINE: in order to receive a settlement payment, your Claim Form must be postmarked or received on or before **[INSERT DATE 60 DAYS FROM INITIAL MAILING OR 45 DAYS FROM THE INITIAL REMAILING, WHICHEVER IS LATER]**. If you did not receive or no longer have the Notice and Claim Form, you should contact the Settlement Administrator to request another form.

If you have any questions about the Notice or the case, you should contact Melissa L. Stewart or Molly J. Frandsen at Outten & Golden LLP at (212) 245-1000 or via email at JFrogSettlement@outtengolden.com.

EXHIBIT D (PAGA CHECK ENCLOSURE LETTER)

Dear [California PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act (“PAGA”) settlement payment in *Biala v. JFrog Inc.*, a class and collective action settlement filed in arbitration. You are receiving this check because you are a member of the settlement’s California PAGA Member group, which is defined to include individuals employed by JFrog in California as Sales Representatives at any time between May 3, 2020 and March 1, 2022.

Claimants alleged that JFrog misclassified Sales Representatives as exempt from the overtime pay requirements of federal and California state law, and consequently failed to pay them overtime pay. Claimants also brought related claims against JFrog for alleged violations of the California Labor Code, including claims for unpaid wages, missed meal and/or rest breaks, failure to timely pay wages, failure to provide adequate wage statements, and penalties.

The action also included a PAGA claim brought on behalf of the State of California that sought penalties from JFrog for the overtime and other violations Claimants alleged. JFrog denies that it did anything wrong and contends that, among other things, it has complied at all times with all applicable laws.

To settle the PAGA claim JFrog agreed to pay up to \$60,000.00, which will be distributed according to PAGA’s requirement that 75% (or \$45,000.00) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$15,000.00) be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the \$15,000.00 allocated for covered PAGA Members, based on the number of weeks you worked between May 3, 2020 through March 1, 2022. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing claims for penalties under California’s Private Attorney General Act pled in the operative demand(s) or that could have been pled based on the facts alleged in the demand and that accrued during your employment with JFrog in an exempt-classified covered position, relating back to the full extent of the applicable statutes of limitations, including any period tolled by the Parties’ tolling agreement, and continuing through March 1, 2022. You are hereby apprised that this PAGA release was effectuated through an arbitration process on behalf of the State of California. Unless you excluded yourself from the class action portion of this settlement (as set forth in a separate notice mailed to you), you are also bound by the settlement release described in the class action settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, please visit contact the Settlement Administrator at XX or XX or Class Counsel, Outten & Golden LLP, at 212-245-1000 or JFrogSettlement@outtengolden.com.

Regards,

JFrog Settlement Administrator

EXHIBIT E (NAMED PLAINTIFF GENERAL RELEASE)

RELEASE AGREEMENT

This Release Agreement (“Agreement”) is made by and between Edrian Biala (“Former Employee”) and JFrog, Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Former Employee was employed at-will by the Company; and

WHEREAS, Former Employee is a named claimant in a proposed wage-and-hour class, collective, and Private Attorney General Act of 2004 Settlement Agreement and Release (the “Settlement”), to which this Agreement is attached as Exhibit E;

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Former Employee may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Former Employee’s employment with or separation from the Company;

WHEREAS, the Parties also wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Company may have against Former Employee, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Former Employee hereby agree as follows:

COVENANTS

1. Payment. Pursuant to the Settlement, the Company agrees to pay Former Employee up to Fifteen Thousand Dollars (\$15,000.00), as approved by the Arbitrator in connection with the Arbitrator’s Final Approval of the Settlement (the “Service Award”). The Company will pay Former Employee the Service Award through the Settlement Administrator, as set forth in the Settlement. Former Employee specifically acknowledges and agrees that the Service Award and any other payment to which Former Employee is entitled pursuant to the terms of the Settlement Agreement (collectively, “Settlement Consideration”), fully satisfies any obligation that the Company had to pay Former Employee wages or any other compensation, including meal and/or rest break premiums, for any of the services that Former Employee has rendered to the Company to date. Former Employee further acknowledges that the Service Award shall act as sufficient consideration for this Agreement. This Service Award recognizes the contributions that Plaintiff rendered to the class and collective, and is in addition to any amounts Former Employee is entitled to receive based on Former Employee’s workweeks under the terms of the Settlement. Former Employee acknowledges that this Agreement is a post-dispute settlement agreement and a Service

Award for which consideration does not constitute in whole or in part any employment-related benefit, such as a bonus, raise, employment, or continued employment.

2. Payment of Salary and Receipt of All Benefits. Former Employee acknowledges and represents that, other than the Settlement Consideration, the Company has paid or provided, to date, all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Former Employee.

3. Former Employee Release of Claims. Former Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Former Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, professional employer organization or co-employer, insurers, trustees, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, the "Releasees"). Former Employee, on Former Employee's own behalf and on behalf of Former Employee's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Former Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Former Employee signs this Agreement. This includes, but is not limited to, a release and waiver of any and all claims relating to or arising from (i) Former Employee's employment relationship with the Company and the termination of that relationship, including any and all claims arising out of any laws and regulations relating to employment; (ii) any and all claims for violation of the federal or any state constitution; (iii) any and all claims for attorneys' fees and costs; and (iv) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Immigration Reform and Control Act, the National Labor Relations Act, the California Family Rights Act, the California Labor Code (including claims related to meal and rest break requirements), the California Workers' Compensation Act, and the California Fair Employment and Housing Act.

Former Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement or the Settlement. This release does not release claims that cannot be released as a matter of law.

4. Company Release of Claims. The Company hereby and forever releases the Former Employee from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Company may possess against Former Employee arising from any omissions, acts, facts, or damages that have occurred up until and including the date the Company signs this Agreement. Notwithstanding the preceding sentence, this Sections 4 does not release any claims by the Company against Former Employee for any claims that cannot be released as a matter of law, any claims arising out of this Agreement or the Settlement, and/or any claims relating to fraud, embezzlement, misappropriation of the Company's trade secrets, or conduct that is in violation of criminal law. The Company represents that it is not aware of any acts by Former Employee which would give rise to any claims relating to fraud, embezzlement, misappropriation of the Company's trade secrets, or conduct that is in violation of criminal law.

5. Acknowledgment of Waiver of Claims under ADEA. Former Employee acknowledges that Former Employee is waiving and releasing any rights Former Employee may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Former Employee agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Former Employee signs this Agreement. Former Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Former Employee was already entitled. Former Employee further acknowledges that Former Employee has been advised by this writing that: (a) Former Employee should consult with an attorney prior to executing this Agreement; (b) Former Employee has twenty-one (21) days within which to consider this Agreement; (c) Former Employee has seven (7) days following Former Employee's execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Former Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Former Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Former Employee hereby acknowledges that Former Employee has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. Former Employee acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company's behalf that is received prior to the Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

6. California Civil Code Section 1542. The Parties acknowledges that the Parties have been advised to consult with legal counsel and are familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties, being aware of said code section, agree to expressly waive any rights the Parties may have thereunder, as well as under any other statute or common law principles of similar effect.

7. No Admission of Liability. Former Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential claims by Former Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Former Employee or to any third party.

8. No Cooperation. Subject to the Protected Activity provision, Former Employee agrees that Former Employee will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature or as related directly to the ADEA waiver in this Agreement. Former Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Former Employee shall state no more than that Former Employee cannot provide counsel or assistance.

9. Protected Activity Not Prohibited. Former Employee understands that nothing in this Agreement shall in any way limit or prohibit Former Employee from engaging in any Protected Activity. Protected Activity includes: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"); and/or (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Former Employee has reason to believe is unlawful; and/or (iii) disclosing factual information (other than the amount paid under this Agreement) related to a claim filed in a civil action or complaint filed in an administrative action about sexual assault, an act of sexual harassment, or an act of (or failure to prevent) harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination. Former Employee understands that in connection with such Protected Activity, Former Employee is permitted to disclose documents or other information

as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Former Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any Company trade secrets, proprietary information, or confidential information that does not involve unlawful acts in the workplace or the activity otherwise protected herein. Former Employee further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, pursuant to the Defend Trade Secrets Act of 2016, Former Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

10. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Former Employee or made on Former Employee's behalf under the terms of this Agreement. Former Employee agrees and understands that Former Employee is responsible for payment, if any, of employee side local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. To the extent not covered by the settlement administrator's indemnification responsibilities, Former Employee further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of Former Employee's failure to pay or delayed payment of federal or state taxes owed in connection with the Settlement Consideration, including damages sustained by the Company by reason of any such claims. The Parties agree and acknowledge that the payments made pursuant to section 1 of this Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

11. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Former Employee represents and warrants that Former Employee has the capacity to act on Former Employee's own behalf and on behalf of all who might claim through Former Employee to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

12. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent

jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

13. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Former Employee concerning the subject matter of this Agreement, with the exception of the Settlement, the Parties' May 3, 2021 Tolling Agreement, as well as any prior agreements by and between Former Employee and the Company regarding the protection of the Company's confidential and proprietary information and trade secrets.

14. No Oral Modification. This Agreement may only be amended in a writing signed by Former Employee and the Company's Chief Executive Officer.

15. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

16. Effective Date. This Agreement is contingent upon the Arbitrator's Final Approval of the Settlement. This Agreement shall be effective on the date when the Arbitrator enters Final Approval of the Settlement (the "Effective Date"). If the Arbitrator does not enter Final Approval of the Settlement for any reason, this Agreement shall be null and void.

17. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email PDF, or other electronic transmission or signature.

18. Voluntary Execution of Agreement. Former Employee understands and agrees that Former Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Former Employee's claims against the Company and any of the other Releasees. Former Employee acknowledges that:

- (a) Former Employee has read this Agreement;
- (b) Former Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Former Employee's own choice or has elected not to retain legal counsel;
- (c) Former Employee understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Former Employee is fully aware of the legal and binding effect of this Agreement;

- (e) Former Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; and
- (f) Former Employee understands and agrees that no consideration in this Agreement constitutes, in whole or in part, a raise, a bonus, employment, or continued employment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EDRIAN BIALA

Dated: _____, 2022

Edrian Biala

JFROG, INC.

08 March 2022 | 15:23:40 PST

Dated: _____, 2022

By _____

Docu Signed by:

Shlomi Ben Haim

Shlomi Ben Haim, CEO

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EDRIAN BIALA

Dated: 03/07/2022, 2022



Edrian Biala

JFROG, INC.

Dated: _____, 2022

By _____
Shlomi Ben Haim, CEO

RELEASE AGREEMENT

This Release Agreement (“Agreement”) is made by and between Amber Gleason (“Former Employee”) and JFrog, Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Former Employee was employed at-will by the Company; and

WHEREAS, Former Employee is a named claimant in a proposed wage-and-hour class, collective, and Private Attorney General Act of 2004 Settlement Agreement and Release (the “Settlement”), to which this Agreement is attached as Exhibit E;

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Former Employee may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Former Employee’s employment with or separation from the Company;

WHEREAS, the Parties also wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Company may have against Former Employee, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Former Employee hereby agree as follows:

COVENANTS

1. Payment. Pursuant to the Settlement, the Company agrees to pay Former Employee up to Fifteen Thousand Dollars (\$15,000.00), as approved by the Arbitrator in connection with the Arbitrator’s Final Approval of the Settlement (the “Service Award”). The Company will pay Former Employee the Service Award through the Settlement Administrator, as set forth in the Settlement. Former Employee specifically acknowledges and agrees that the Service Award and any other payment to which Former Employee is entitled pursuant to the terms of the Settlement Agreement (collectively, “Settlement Consideration”), fully satisfies any obligation that the Company had to pay Former Employee wages or any other compensation, including meal and/or rest break premiums, for any of the services that Former Employee has rendered to the Company to date. Former Employee further acknowledges that the Service Award shall act as sufficient consideration for this Agreement. This Service Award recognizes the contributions that Plaintiff rendered to the class and collective, and is in addition to any amounts Former Employee is entitled to receive based on Former Employee’s workweeks under the terms of the Settlement. Former Employee acknowledges that this Agreement is a post-dispute settlement agreement and a Service

Award for which consideration does not constitute in whole or in part any employment-related benefit, such as a bonus, raise, employment, or continued employment.

2. Payment of Salary and Receipt of All Benefits. Former Employee acknowledges and represents that, other than the Settlement Consideration, the Company has paid or provided, to date, all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Former Employee.

3. Former Employee Release of Claims. Former Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Former Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, professional employer organization or co-employer, insurers, trustees, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, the "Releasees"). Former Employee, on Former Employee's own behalf and on behalf of Former Employee's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Former Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Former Employee signs this Agreement. This includes, but is not limited to, a release and waiver of any and all claims relating to or arising from (i) Former Employee's employment relationship with the Company and the termination of that relationship, including any and all claims arising out of any laws and regulations relating to employment; (ii) any and all claims for violation of the federal or any state constitution; (iii) any and all claims for attorneys' fees and costs; and (iv) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Immigration Reform and Control Act, the National Labor Relations Act, the Georgia Fair Employment Practices Act, the Georgia Equal Pay Act, the Georgia Age Discrimination in Employment Law, the Georgia Equal Employment for Persons with Disabilities Code, the Georgia Minimum Wage Law, the Georgia Equal Pay Act, the Georgia Guns in the Workplace Law, the Georgia Military Leave Law, the Georgia Military Service Discrimination Law, the Georgia Minimum Wage Law, the Georgia Right to Work Law, the Georgia Law on Genetic Testing, the Georgia Law on Discrimination on the Basis of Maternity Leave, the Georgia Law on Sex Discrimination, and the Georgia Law on Whistleblowing.

Former Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend

to any obligations incurred under this Agreement or the Settlement. This release does not release claims that cannot be released as a matter of law.

4. Company Release of Claims. The Company hereby and forever releases the Former Employee from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Company may possess against Former Employee arising from any omissions, acts, facts, or damages that have occurred up until and including the date the Company signs this Agreement. Notwithstanding the preceding sentence, this Sections 4 does not release any claims by the Company against Former Employee for any claims that cannot be released as a matter of law, any claims arising out of this Agreement or the Settlement, and/or any claims relating to fraud, embezzlement, misappropriation of the Company's trade secrets, or conduct that is in violation of criminal law. The Company represents that it is not aware of any acts by Former Employee which would give rise to any claims relating to fraud, embezzlement, misappropriation of the Company's trade secrets, or conduct that is in violation of criminal law.

5. Acknowledgment of Waiver of Claims under ADEA. Former Employee acknowledges that Former Employee is waiving and releasing any rights Former Employee may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Former Employee agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Former Employee signs this Agreement. Former Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Former Employee was already entitled. Former Employee further acknowledges that Former Employee has been advised by this writing that: (a) Former Employee should consult with an attorney prior to executing this Agreement; (b) Former Employee has twenty-one (21) days within which to consider this Agreement; (c) Former Employee has seven (7) days following Former Employee's execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Former Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Former Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Former Employee hereby acknowledges that Former Employee has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. Former Employee acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company's behalf that is received prior to the Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

6. Unknown Claims. The Parties acknowledge that the Parties have been advised to consult with legal counsel and that the Parties are familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in the releaser's favor at the time of executing the release, which, if known by the releaser, must have materially affected

the releaser's settlement with the releasee. The Parties, being aware of said principle, agree to expressly waive any rights the Parties may have to that effect, as well as under any other statute or common law principles of similar effect.

7. No Admission of Liability. Former Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential claims by Former Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Former Employee or to any third party.

8. No Cooperation. Subject to the Protected Activity provision, Former Employee agrees that Former Employee will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature or as related directly to the ADEA waiver in this Agreement. Former Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Former Employee shall state no more than that Former Employee cannot provide counsel or assistance.

9. Protected Activity Not Prohibited. Former Employee understands that nothing in this Agreement shall in any way limit or prohibit Former Employee from engaging in any Protected Activity. Protected Activity includes: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"); and/or (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Former Employee has reason to believe is unlawful; and/or (iii) disclosing factual information (other than the amount paid under this Agreement) related to a claim filed in a civil action or complaint filed in an administrative action about sexual assault, an act of sexual harassment, or an act of (or failure to prevent) harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination. Former Employee understands that in connection with such Protected Activity, Former Employee is permitted to disclose documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Former Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any Company trade secrets, proprietary information, or confidential information that does not involve unlawful acts in the workplace or the activity

otherwise protected herein. Former Employee further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, pursuant to the Defend Trade Secrets Act of 2016, Former Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

10. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Former Employee or made on Former Employee's behalf under the terms of this Agreement. Former Employee agrees and understands that Former Employee is responsible for payment, if any, of employee side local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. To the extent not covered by the settlement administrator's indemnification responsibilities, Former Employee further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of Former Employee's failure to pay or delayed payment of federal or state taxes owed in connection with the Settlement Consideration, including damages sustained by the Company by reason of any such claims. The Parties agree and acknowledge that the payments made pursuant to section 1 of this Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

11. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Former Employee represents and warrants that Former Employee has the capacity to act on Former Employee's own behalf and on behalf of all who might claim through Former Employee to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

12. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

13. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Former Employee concerning the subject matter of this Agreement, with the exception of the Settlement, the Parties' May 3, 2021 Tolling Agreement, as well as any prior agreements by and between Former Employee and the Company regarding the protection of the Company's confidential and proprietary information and trade secrets.

14. No Oral Modification. This Agreement may only be amended in a writing signed by Former Employee and the Company's Chief Executive Officer.

15. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without regard for choice-of-law provisions.

16. Effective Date. This Agreement is contingent upon the Arbitrator's Final Approval of the Settlement. This Agreement shall be effective on the date when the Arbitrator enters Final Approval of the Settlement (the "Effective Date"). If the Arbitrator does not enter Final Approval of the Settlement for any reason, this Agreement shall be null and void.

17. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email PDF, or other electronic transmission or signature.

18. Voluntary Execution of Agreement. Former Employee understands and agrees that Former Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Former Employee's claims against the Company and any of the other Releasees. Former Employee acknowledges that:

- (a) Former Employee has read this Agreement;
- (b) Former Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Former Employee's own choice or has elected not to retain legal counsel;
- (c) Former Employee understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Former Employee is fully aware of the legal and binding effect of this Agreement;
- (e) Former Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; and

- (f) Former Employee understands and agrees that no consideration in this Agreement constitutes, in whole or in part, a raise, a bonus, employment, or continued employment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

AMBER GLEASON

Dated: _____, 2022

Amber Gleason

JFROG, INC.

08 March 2022 | 15:23:40 PST

Dated: _____, 2022

By _____
Shlomi Ben Haim, CEO

DocuSigned by:

Shlomi Ben Haim

4279763B861144A...

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

AMBER GLEASON

Dated: 03/10/2022, 2022

Amber Gleason

Amber Gleason

JFROG, INC.

Dated: _____, 2022

By _____
Shlomi Ben Haim, CEO

RELEASE AGREEMENT

This Release Agreement (“Agreement”) is made by and between Debbie Trinh (“Former Employee”) and JFrog, Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Former Employee was employed at-will by the Company; and

WHEREAS, Former Employee is a named claimant in a proposed wage-and-hour class, collective, and Private Attorney General Act of 2004 Settlement Agreement and Release (the “Settlement”), to which this Agreement is attached as Exhibit E;

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Former Employee may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Former Employee’s employment with or separation from the Company;

WHEREAS, the Parties also wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Company may have against Former Employee, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Former Employee hereby agree as follows:

COVENANTS

1. Payment. Pursuant to the Settlement, the Company agrees to pay Former Employee up to Fifteen Thousand Dollars (\$15,000.00), as approved by the Arbitrator in connection with the Arbitrator’s Final Approval of the Settlement (the “Service Award”). The Company will pay Former Employee the Service Award through the Settlement Administrator, as set forth in the Settlement. Former Employee specifically acknowledges and agrees that the Service Award and any other payment to which Former Employee is entitled pursuant to the terms of the Settlement Agreement (collectively, “Settlement Consideration”), fully satisfies any obligation that the Company had to pay Former Employee wages or any other compensation, including meal and/or rest break premiums, for any of the services that Former Employee has rendered to the Company to date. Former Employee further acknowledges that the Service Award shall act as sufficient consideration for this Agreement. This Service Award recognizes the contributions that Plaintiff rendered to the class and collective, and is in addition to any amounts Former Employee is entitled to receive based on Former Employee’s workweeks under the terms of the Settlement. Former Employee acknowledges that this Agreement is a post-dispute settlement agreement and a Service

Award for which consideration does not constitute in whole or in part any employment-related benefit, such as a bonus, raise, employment, or continued employment.

2. Payment of Salary and Receipt of All Benefits. Former Employee acknowledges and represents that, other than the Settlement Consideration, the Company has paid or provided, to date, all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Former Employee.

3. Former Employee Release of Claims. Former Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Former Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, professional employer organization or co-employer, insurers, trustees, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, the "Releasees"). Former Employee, on Former Employee's own behalf and on behalf of Former Employee's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Former Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Former Employee signs this Agreement. This includes, but is not limited to, a release and waiver of any and all claims relating to or arising from (i) Former Employee's employment relationship with the Company and the termination of that relationship, including any and all claims arising out of any laws and regulations relating to employment; (ii) any and all claims for violation of the federal or any state constitution; (iii) any and all claims for attorneys' fees and costs; and (iv) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Immigration Reform and Control Act, the National Labor Relations Act, the California Family Rights Act, the California Labor Code (including claims related to meal and rest break requirements), the California Workers' Compensation Act, and the California Fair Employment and Housing Act.

Former Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement or the Settlement. This release does not release claims that cannot be released as a matter of law.

4. Company Release of Claims. The Company hereby and forever releases the Former Employee from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Company may possess against Former Employee arising from any omissions, acts, facts, or damages that have occurred up until and including the date the Company signs this Agreement. Notwithstanding the preceding sentence, this Sections 4 does not release any claims by the Company against Former Employee for any claims that cannot be released as a matter of law, any claims arising out of this Agreement or the Settlement, and/or any claims relating to fraud, embezzlement, misappropriation of the Company's trade secrets, or conduct that is in violation of criminal law. The Company represents that it is not aware of any acts by Former Employee which would give rise to any claims relating to fraud, embezzlement, misappropriation of the Company's trade secrets, or conduct that is in violation of criminal law.

5. Acknowledgment of Waiver of Claims under ADEA. Former Employee acknowledges that Former Employee is waiving and releasing any rights Former Employee may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Former Employee agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Former Employee signs this Agreement. Former Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Former Employee was already entitled. Former Employee further acknowledges that Former Employee has been advised by this writing that: (a) Former Employee should consult with an attorney prior to executing this Agreement; (b) Former Employee has twenty-one (21) days within which to consider this Agreement; (c) Former Employee has seven (7) days following Former Employee's execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Former Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Former Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Former Employee hereby acknowledges that Former Employee has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. Former Employee acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company's behalf that is received prior to the Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

6. California Civil Code Section 1542. The Parties acknowledges that the Parties have been advised to consult with legal counsel and are familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties, being aware of said code section, agree to expressly waive any rights the Parties may have thereunder, as well as under any other statute or common law principles of similar effect.

7. No Admission of Liability. Former Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential claims by Former Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Former Employee or to any third party.

8. No Cooperation. Subject to the Protected Activity provision, Former Employee agrees that Former Employee will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature or as related directly to the ADEA waiver in this Agreement. Former Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Former Employee shall state no more than that Former Employee cannot provide counsel or assistance.

9. Protected Activity Not Prohibited. Former Employee understands that nothing in this Agreement shall in any way limit or prohibit Former Employee from engaging in any Protected Activity. Protected Activity includes: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"); and/or (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Former Employee has reason to believe is unlawful; and/or (iii) disclosing factual information (other than the amount paid under this Agreement) related to a claim filed in a civil action or complaint filed in an administrative action about sexual assault, an act of sexual harassment, or an act of (or failure to prevent) harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination. Former Employee understands that in connection with such Protected Activity, Former Employee is permitted to disclose documents or other information

as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Former Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any Company trade secrets, proprietary information, or confidential information that does not involve unlawful acts in the workplace or the activity otherwise protected herein. Former Employee further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, pursuant to the Defend Trade Secrets Act of 2016, Former Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

10. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Former Employee or made on Former Employee's behalf under the terms of this Agreement. Former Employee agrees and understands that Former Employee is responsible for payment, if any, of employee side local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. To the extent not covered by the settlement administrator's indemnification responsibilities, Former Employee further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of Former Employee's failure to pay or delayed payment of federal or state taxes owed in connection with the Settlement Consideration, including damages sustained by the Company by reason of any such claims. The Parties agree and acknowledge that the payments made pursuant to section 1 of this Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

11. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Former Employee represents and warrants that Former Employee has the capacity to act on Former Employee's own behalf and on behalf of all who might claim through Former Employee to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

12. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent

jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

13. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Former Employee concerning the subject matter of this Agreement, with the exception of the Settlement, the Parties' May 3, 2021 Tolling Agreement, as well as any prior agreements by and between Former Employee and the Company regarding the protection of the Company's confidential and proprietary information and trade secrets.

14. No Oral Modification. This Agreement may only be amended in a writing signed by Former Employee and the Company's Chief Executive Officer.

15. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

16. Effective Date. This Agreement is contingent upon the Arbitrator's Final Approval of the Settlement. This Agreement shall be effective on the date when the Arbitrator enters Final Approval of the Settlement (the "Effective Date"). If the Arbitrator does not enter Final Approval of the Settlement for any reason, this Agreement shall be null and void.

17. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email PDF, or other electronic transmission or signature.

18. Voluntary Execution of Agreement. Former Employee understands and agrees that Former Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Former Employee's claims against the Company and any of the other Releasees. Former Employee acknowledges that:

- (a) Former Employee has read this Agreement;
- (b) Former Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Former Employee's own choice or has elected not to retain legal counsel;
- (c) Former Employee understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Former Employee is fully aware of the legal and binding effect of this Agreement;

- (e) Former Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; and
- (f) Former Employee understands and agrees that no consideration in this Agreement constitutes, in whole or in part, a raise, a bonus, employment, or continued employment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

DEBBIE TRINH

Debbie Trinh

Dated: 03/09/2022, 2022

Debbie Trinh

JFROG, INC.

Dated: _____, 2022

By _____
Shlomi Ben Haim, CEO

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

DEBBIE TRINH

Dated: _____, 2022

Debbie Trinh

JFROG, INC.

08 March 2022 | 15:23:40 PST

Dated: _____, 2022

By _____
Shlomi Ben Haim, CEO

DocuSigned by:

Shlomi Ben Haim

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EXHIBIT F (ARBITRATION DEMAND)

Molly J. Frandsen
OUTTEN & GOLDEN LLP
One California Street, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
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*Attorneys for Claimants and the Proposed Class and
Collective [and Aggrieved Employees]*

EDRIAN BIALA, AMBER GLEASON, and
DEBBIE TRINH, individually and on behalf
of all others similarly situated,

Claimants,

v.

JFROG, INC.,

Respondent.

**CLASS, COLLECTIVE [AND PAGA]
ACTION DEMAND FOR ARBITRATION**

HUNTER HUGHES, ARBITRATOR

Claimants Edrian Biala, Amber Gleason, and Debbie Trinh (“Claimants”), individually and on behalf of all others similarly situated, by and through their attorneys, Outten & Golden LLP, complaining of the conduct of JFrog, Inc. (“JFrog” or “Respondent”) upon personal knowledge as to themselves and upon information and belief as to other matters, allege as follows:

PRELIMINARY STATEMENT

1. This action seeks to recover unpaid overtime compensation and other damages for Claimants and similarly situated co-workers who have worked for JFrog as Sales Representatives.¹

2. JFrog is a software company with U.S. offices located in California, Georgia, and Washington.

3. JFrog sells a software platform to business clients. JFrog employs Sales Representatives, such as Claimants, to make sales to current and prospective customers.

4. While employed by JFrog, Claimants and other Sales Representatives consistently worked more than 8 hours per day and more than 40 hours per workweek without receiving overtime compensation. During the relevant period, it was JFrog’s policy to deprive Claimants

¹ “Sales Representatives” means: individuals employed by JFrog in the exempt-classified job titles of Account Manager; Account Manager - Major Accounts; Account Manager New Business – Sales; Account Manager, Enterprise; Business Development Representative; Cloud Account Executive; Cloud Account Manager; Cloud Account Manager, New Business (NB); Cloud Account Manager, SMB; Account Manager, Portfolio; Cloud Account Manager – CS; Cloud Inside Sales Representative; Cloud Sales Development Representative; Community Advocate; Community Relations Specialist; Customer Success Specialist; Enterprise Account Executive, Enterp. Accts.; Enterprise Account Manager; Enterprise Customer Success Specialist; Sales Account Representative; Sales Development Representative; Sales Development Representative, NA; Sales Representative; Senior Account Executive; Senior Community Relationship Specialist; Senior Sales Representative; SMB Customer Success Specialist; SMB New Business Account Manager; SMB, Customer Success Specialist; Sr. Account Manager - New Business; and Strategic Account Executive.

of their earned overtime wages in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage Laws”).

5. JFrog has uniformly classified its Sales Representatives as exempt from federal and state overtime provisions and did not pay Sales Representatives any overtime wages during the relevant period and through the present.

6. The primary duties of Sales Representatives are and have been non-exempt. These primary duties do not vary significantly from one Sales Representative to another.

7. The primary duties of Sales Representatives do not fall under any of the exemptions under federal or state overtime laws.

8. Sales Representatives have worked overtime hours, as defined by applicable federal and state laws, and are entitled to premium compensation at the appropriate rate for all overtime hours worked.

9. Claimants bring this action on behalf of themselves and similarly situated current and former Sales Representatives employed by JFrog who elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. §§ 201 *et seq.*, and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the FLSA by JFrog that have deprived Claimants and others similarly situated of their lawfully earned wages.

10. Claimants Biala and Trinh (“California Claimants”) also bring this action on behalf of themselves and all similarly situated current and former Sales Representatives who have worked for JFrog in California as a Fed. R. Civ. P. 23 class action under the California Wage Laws.

Claimant Biala has provided written notice to the California Labor and Workforce Development Agency (“LWDA”) of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3. In accordance with Cal. Lab. Code § 2699.3(a)(2)(A), Claimant will amend this Class and Collective Action Demand for Arbitration to assert claims pursuant to California’s Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq.* on behalf of himself and other current and former employees as well as the general public to recover for violations of the California Labor Code. [Claimant Biala also bring this action on behalf of himself and all similarly situated current and former Sales Representatives who worked for Defendant in California from March 2, 2020 (“Aggrieved Employees”) to recover penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code. §§ 2698, *et seq.*, for violations of the California Labor Code as set forth herein.]

JURISDICTION & VENUE

11. Section 2 of the Settlement Agreement provides that this matter will be arbitrated before Hunter Hughes. *See Exhibit A.*

12. [Claimant Biala provided written notice to the California Labor and Workforce Development Agency (“LWDA”) of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3 and to Defendant. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.]

THE PARTIES

Claimants

Edrian Biala

13. Claimant Edrian Biala is an adult individual who is a resident of XX County, California.

14. Claimant Biala was employed by JFrog as a Sales Representative from

approximately September 2019 to approximately November 2020 in Sunnyvale, California.

15. Claimant Biala was an “employee” within the meaning of all applicable statutes.

16. Claimant Biala regularly worked more than 40 hours in a workweek and 8 in a day and was not paid for the hours she worked over 40 in a week or 8 in a day.

17. Claimant Biala’s written consent to join form is attached hereto as **Exhibit B**.

Amber Gleason

18. Claimant Amber Gleason is an adult individual who is a resident of **XX** County, Georgia.

19. Claimant Gleason was employed by JFrog as a Sales Representative from approximately December 2020 to approximately May 2021 in Atlanta, Georgia.

20. Claimant Gleason was an “employee” within the meaning of all applicable statutes.

21. Claimant Gleason regularly worked more than 40 hours in a workweek and was not paid for the hours he worked over 40 in a week.

22. Claimant Gleason’s written consent to join form is attached hereto as **Exhibit C**.

Debbie Trinh

23. Claimant Debbie Trinh is an adult individual who is a resident of **XX** County, California.

24. Claimant Trinh was employed by JFrog as a Sales Representative from approximately January 2021 to approximately April 2021 in Sunnyvale, California.

25. Claimant Trinh was an “employee” within the meaning of all applicable statutes.

26. Claimant Trinh regularly worked more than 40 hours in a workweek and 8 hours in a day and was not paid for the hours he worked over 40 in a week or 8 in a day.

27. Claimant Trinh's written consent to join form is attached hereto as **Exhibit D**.

Respondent JFrog, Inc.

28. Upon information and belief, JFrog is a corporation formed under the laws of the State of Israel with a principal place of business in Sunnyvale, California.

29. Upon information and belief, JFrog maintained control, oversight, and direction over its operations and employment practices.

30. At all times hereinafter mentioned, JFrog was Claimants' "employer" within the meaning of all applicable statutes.

31. At all relevant times, JFrog maintained control, oversight, and direction over Claimants and other Sales Representatives, including timekeeping, payroll, and other employment practices that applied to them.

32. JFrog has applied the same employment policies, practices, and procedures to Sales Representatives, including policies, practices, and procedures with respect to payment of overtime compensation.

33. JFrog's annual gross volume of business is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

FLSA COLLECTIVE ACTION CLAIMS

34. Claimants bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or worked for JFrog in the United States as Sales Representatives and who elect to opt-in to this action (the "FLSA Collective").

35. Upon information and belief, there are dozens of current and former Sales Representatives who are similarly situated to Claimants and were denied overtime compensation.

36. Claimants are acting on behalf of current and former Sales Representatives' interests as well as their own interests in bringing this action.

37. All of the work that Claimants and the FLSA Collective have performed was assigned by JFrog, and/or JFrog has been aware of all of the work that Claimants and the FLSA Collective performed.

38. As part of its regular business practice, JFrog has intentionally, willfully, and repeatedly engaged in a pattern, practice and/or policy of violating the FLSA with respect to Claimants and the FLSA Collective. This policy and pattern or practice has included, but is not limited to:

- A. willfully failing to pay Claimants and the members of the FLSA Collective overtime wages for hours that they worked in excess of 40 hours per workweek;
- B. willfully misclassifying Claimants and the members of the FLSA Collective as exempt from the protections of the FLSA; and
- C. willfully failing to record the time that Claimants and the members of the FLSA Collective worked for the benefit of JFrog.

39. JFrog was aware or should have been aware that federal law required it to pay employees performing non-exempt duties, including Claimants and members of the FLSA Collective, an overtime premium for hours worked in excess of 40 per workweek.

40. The FLSA Collective members are readily identifiable and can be located through the use of JFrog's records. The FLSA Collective should be notified of and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b). Unless the Arbitrator promptly issues such a notice, the FLSA Collective members, who have been unlawfully deprived of overtime pay in violation

of the FLSA, will be unable to secure compensation to which they are entitled, and which has been unlawfully withheld from them by JFrog.

CALIFORNIA CLASS ALLEGATIONS

41. California Claimants bring the Second, Third, Fourth, Fifth, and Sixth Causes of Action on their own behalf and as a class action, pursuant to Fed R. Civ. P. 23, on behalf of the following class of persons:

All Sales Representatives who worked for JFrog in California at any time between May 3, 2017 [and March 1, 2022 / the present] (hereinafter referred to as the “California Class” and the “California Class Period,” respectively).

42. Excluded from the California Class are JFrog’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in JFrog; the Judge(s) to whom this case is assigned and any member of the Judge(s)’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the California Class.

43. The persons in the California Class are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, the facts on which the calculation of that number can be based are presently within the sole control of JFrog.

44. Upon information and belief, the size of the California Class is at least 40 individuals.

45. The Second, Third, Fourth, Fifth, and Sixth Causes of Action are properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3). There are questions of law and fact common to the California Class that predominate over any questions solely affecting individual members of the California Class, including but not limited to:

A. Whether JFrog unlawfully failed to pay California Class members overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, and 1194; Cal. Wage Order Nos.

4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;

- B. Whether California Class members were non-exempt employees entitled to overtime compensation for overtime hours worked under California law;
- C. Whether JFrog's policy and pattern or practice of classifying California Class Members as exempt from overtime entitlement under California law and JFrog's policy and pattern or practice of failing to pay overtime to California Class members violated applicable provisions of California law;
- D. Whether JFrog has unlawfully failed to keep and furnish the California Class members with timely, accurate, and itemized records of hours worked in violation of Cal. Lab. Code §§ 226 and 1174;
- E. Whether JFrog has unlawfully failed to timely pay wages during employment and/or upon separation in violation of Cal. Lab. Code §§ 201, 202, 203, and 204;
- F. Whether JFrog has unlawfully failed to furnish the California Class members with proper meal and/or rest breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders; and
- G. The nature and extent of the California Class members' injuries and the appropriate measure of their damages.

46. California Claimants will fairly and adequately represent and protect the interests of the members of the California Class. California Claimants understand that as class representatives they assume a fiduciary responsibility to the class to represent its interests fairly and adequately. California Claimants recognize that as class representatives they must represent and consider the interests of the class just as they would represent and consider their own interests. California Claimants understand that in decisions regarding the conduct of the

litigation and its possible settlement, they must not favor their own interests over the interests of the class. California Claimants recognize that any resolution of a class action must be in the best interest of the class. California Claimants understand that in order to provide adequate representation, they must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. California Claimants have retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between California Claimants and the California Class members.

47. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the California Class were damaged and are entitled to recovery as a result of JFrog's violation of the California Wage Laws as well as its common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the California Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual California Claimants lack the financial resources to conduct a thorough examination of JFrog's timekeeping and compensation practices and to prosecute vigorously a lawsuit against JFrog to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about JFrog's practices.

48. Further, California Claimants and the California Class have been equally affected by JFrog's failure to pay proper wages and other violations. Moreover, members of the California Class still employed by JFrog may be reluctant to raise individual claims for fear of retaliation.

49. JFrog has acted or refused to act on grounds generally applicable to the California Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

50. California Claimants' claims are typical of the claims of the California Class members they seek to represent. California Claimants and all members of the California Class worked for JFrog as Sales Representatives in the State of California. California Claimants and members of the California Class enjoy the same statutory rights under the California Wage Laws to be paid overtime wages. California Claimants and members of the California Class all sustained similar types of damages as a result of JFrog's failure to comply with the California Wage Laws. California Claimants and the members of the California Class all were injured in that they were uncompensated or under-compensated due to JFrog's common policies, practices and patterns of conduct.

COMMON FACTUAL ALLEGATIONS

51. Claimants and the members of the FLSA Collective and the California Class (collectively, "Class Members") have been victims of JFrog's common policy and plan of improperly classifying Sales Representatives as overtime exempt, requiring them to work in excess of 40 hours per week and in excess of 8 hours per day, and denying them overtime compensation. At all times relevant, JFrog's unlawful policy and pattern or practice has been willful.

52. Sales Representatives' primary duties were non-exempt duties, specifically, identifying business opportunities, engaging with potential and existing customers by phone, email, social media, and web meetings, and making sales of JFrog's products.

53. Although Sales Representatives were eligible to earn commissions based on various performance indicators, these commissions did not constitute the majority of their earnings.

54. Throughout their employment, Claimants and Class Members consistently worked more than 40 hours per week and 8 hours per day.

55. JFrog was aware that Claimants and the Class Members worked more than 40 hours per workweek and 8 hours per day yet failed to pay them any overtime compensation.

56. JFrog did not keep accurate records of hours worked by Claimants. That is, Claimants' hours were not accurately recorded on pay stubs, and JFrog did not require Claimants to clock in or out, or otherwise record their time.

57. JFrog failed to pay Claimants and Class Members time and one-half for all hours worked over 40 in a workweek in violation of the FLSA.

58. JFrog failed to pay Claimants and California Class members overtime compensation for all of their overtime hours worked, including for any of the overtime hours they worked over 8 in a workday and over 40 in a workweek.

59. JFrog failed to furnish Claimants and the California Class members with an accurate itemized statement showing, *inter alia*, wages, hours worked, and rates paid as required by the California Wage Laws.

60. JFrog failed to timely pay Claimants and the California Class Members all wages earned and unpaid during employment and/or at the time of separation from employment.

61. Claimants and all California Class members who ceased employment with JFrog are entitled to unpaid compensation, but to date have not received such compensation.

62. JFrog failed to provide Claimants and California Class members with at least a half-hour meal break in which they were relieved of all duty, and, for shifts of more than ten-hours, a second half-hour meal break in which they were relieved of all duty, as required by the California Wage Laws.

63. As part of its regular business practice, JFrog intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy that violates the FLSA and California Wage Laws.

64. JFrog's policy and pattern or practice includes but is not limited to:

- A. willfully misclassifying Claimants and Class Members as exempt from the protections of federal and state overtime laws;
- B. willfully failing to record the time that its employees, including Claimants and Class Members, worked for the benefit of JFrog;
- C. willfully failing to keep payroll records as required by the FLSA and California Wage Laws; and
- D. willfully failing to pay its employees, including Claimants and Class Members, overtime wages for all of the overtime hours that they worked.

65. JFrog was or should have been aware that the FLSA required it to pay its Sales Representatives overtime compensation for all hours worked in excess of 40 per week.

66. JFrog's failure to pay Claimants and Class Members overtime wages for their work in excess of 40 hours per week was willful, intentional, and in bad faith.

67. JFrog's unlawful conduct has been widespread, repeated, and consistent.

FIRST CAUSE OF ACTION

FLSA – Overtime Wages

29 U.S.C. §§ 201, *et seq.*

(Brought by Claimants Individually and on Behalf of the FLSA Collective)

68. Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

69. JFrog has engaged in a widespread pattern and practice of violating the FLSA, as described in this Class and Collective Action Demand for Arbitration.

70. Claimants have expressed their consent to make these claims against JFrog by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

71. Claimants and members of the FLSA Collective are and were non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

72. At all relevant times, Claimants and other similarly situated current and former employees were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

73. The overtime wage provisions set forth in §§ 201, *et seq.* of the FLSA apply to JFrog.

74. JFrog is an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

75. At all times relevant, Claimants were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

76. JFrog has failed to pay Claimants and other similarly situated current and former employees the overtime wages to which they were entitled under the FLSA.

77. JFrog's violations of the FLSA, as described in this Demand, have been willful and intentional.

78. JFrog failed to make a good faith effort to comply with the FLSA with respect to its compensation of Claimants and other similarly situated current and former employees.

79. Because JFrog's violations of the FLSA are willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

80. As a result of JFrog's willful violations of the FLSA, Claimants and all other similarly situated employees have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq.*

81. As a result of the unlawful acts of JFrog, Claimants and other similarly situated current and former employees have been deprived of overtime compensation and other wages in

amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

California Wage Laws – Overtime Wages

California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194

(Brought by California Claimants Individually and on Behalf of the California Class)

82. California Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

83. California law requires employers, such as JFrog, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

84. California Claimants and the California Class members are and were non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

85. At all relevant times, California Claimants and the California Class members worked in excess of 40 hours in a workweek and 8 hours in a workday.

86. At all relevant times, JFrog failed and refused to pay California Claimants and the California Class members overtime compensation.

87. As a direct and proximate result of JFrog's unlawful conduct, as set forth herein, California Claimants and the California Class members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of JFrog in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

THIRD CAUSE OF ACTION

California Wage Laws – Record-Keeping Violations

California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226

(Brought by California Claimants Individually and on Behalf of the California Class)

88. California Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

89. JFrog knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to California Claimants and the California Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure has caused injury to Claimants and the California Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

90. California Claimants and the California Class members are entitled to and seek injunctive relief requiring JFrog to comply with California Labor Code §§ 226(a) and further seek the amount provided under California Labor Code §§ 226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

FOURTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Lab. Code §§ 201, 202, & 203

(Brought by California Claimants Individually and on Behalf of the California Class)

91. California Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

92. California Labor Code §§ 201 and 202 require JFrog to pay its employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

93. California Claimants and all California Class members who ceased employment with JFrog are entitled to unpaid compensation, but to date have not received such compensation.

94. More than thirty (30) days have passed since California Claimants and certain California Class members left JFrog's employ.

95. California Claimants, on behalf of themselves and the California Class members, seek waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Arbitrator deems just and proper.

FIFTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Labor Code §§ 204 & 210

(Brought by California Claimants Individually and on Behalf of the California Class)

96. California Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

97. Under California Labor Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

98. California Labor Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

99. JFrog failed to pay California Claimants and California Class members all of their wages earned in a timely manner, in violation of California Labor Code § 204.

100. California Claimants, on behalf of themselves and the California Class members, seeks waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Arbitrator deems just and proper.

SIXTH CAUSE OF ACTION

California Wage Laws – Meal and Rest Period Provisions

**Cal. Wage Order Nos. 4-2001 & 7-2001; Cal. Labor Code §§ 218.5, 226.7, & 512
(Brought by California Claimants Individually and on Behalf of the California Class)**

101. California Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

102. California Claimants and the California Class members regularly work and have worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

103. In addition, the California Claimants and the California Class members regularly work and have worked without being afforded at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, as required by California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

104. As a result of JFrog's failure to afford proper meal periods, JFrog is liable to California Claimants and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 11.

105. As a result of JFrog's failure to afford proper rest periods, JFrog is liable to the California Class Representative and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not

provided, pursuant to California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

SEVENTH CAUSE OF ACTION
California Wage Laws – Unfair Competition
California Business & Professions Code §§ 17200, *et seq.*
(Brought by Claimants Individually and on Behalf of the California Class)

106. California Claimants reallege and incorporate by reference all allegations in all preceding paragraphs.

107. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

108. Beginning at a date unknown to California Claimants, but at least as long ago as four years prior to the filing of this action, JFrog committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. JFrog’s conduct as alleged herein has injured California Claimants and the California Class members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

109. JFrog engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code §§ 201-204;
- c. Cal. Lab. Code § 1194;
- d. Cal. Lab. Code § 226;
- e. Cal. Lab. Code § 1174; and
- f. Cal. Lab. Code § 510.

110. JFrog's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. JFrog's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

111. The unlawful and unfair business practices and acts of JFrog, described above, have injured California Claimants and the California Class members in that they were wrongfully denied the payment of earned overtime wages.

112. California Claimants, individually and on behalf of the California Class, seek recovery of attorneys' fees and costs of this action to be paid by JFrog, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

113. California Claimants, individually and on behalf of the California Class, seek restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

EIGHTH CAUSE OF ACTION

Private Attorneys General Act

Cal. Lab. Code §§ 2698, *et seq.*

(Brought by Claimant Biala Individually and on Behalf of the Aggrieved Employees)

114. Claimant Biala, on behalf of himself and all Aggrieved Employees, realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

115. Claimant Biala is an Aggrieved Employee under PAGA, as he was employed by JFrog during the applicable period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, he seeks to recover on behalf of himself and all other current and former Aggrieved Employees of JFrog, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

116. Claimant seeks civil penalties pursuant to PAGA for violations of the following California Labor Code provisions:

- a. Failure to pay overtime wages in violation of California Labor Code §§ 510, 558, 1994 and 1998 and Wage Order Nos. 4-2001 & 7-2001;
 - b. Failure to provide meal and rest breaks in violation of California Labor Code §§ 218.5, 226.7, 512, and Wage Order Nos. 4-2001 & 7-2001;
 - c. Failure to provide itemized wage statements in violation of California Labor Code §§ 226 and 226.3; and
 - d. Failure to provide prompt payment of wages during employment and upon termination and resignation in violation of California Labor Code §§ 201, 202, 203, and 204.]
- i.

PRAYER FOR RELIEF

WHEREFORE, Claimants, individually and on behalf of the FLSA Collective, request the following relief:

- A. Designation of this action as a collective action and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of the pendency of this action, and permitting them to file individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);
- B. An award of damages, according to proof, including liquidated damages, to be paid by JFrog;
- C. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining JFrog from continuing its unlawful practices under the FLSA and/or a declaration that JFrog's acts violate the FLSA;
- D. A reasonable service award for each Claimant to compensate them for the time they spent attempting to recover wages for the FLSA Collective and for the risks they took in doing so;

- E. Costs of the action incurred herein;
- F. Attorneys' fees, including fees pursuant to 29 U.S.C. § 216;
- G. Post-judgment interest, as provided by law;
- H. Such other relief as the Arbitrator deems necessary, just, and proper.

WHEREFORE, California Claimants on behalf of themselves and all California Class members he seeks to represent, requests the following relief:

- I. Certification of this action as a class action on behalf of the California Class;
- J. Designation of Claimants as Representatives of the California Class they seek to represent;
- K. Designation of Claimants' counsel of record as Class Counsel for the California Class;
- L. An award of damages, liquidated damages, and restitution, to be paid by JFrog according to proof;
- M. Appropriate statutory penalties;
- N. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining JFrog from continuing its unlawful practices under California Wage Laws and/or a declaration that JFrog's acts violate the California Wage Laws;
- O. Reasonable service awards for California Claimants to compensate them for the time they spent attempting to recover wages for the California Class members and for the risks they took in doing so;
- P. Attorneys' fees and costs of suit;
- Q. Pre- and post-judgment interest, as provided by law; and
- R. Such other relief as the Arbitrator deems necessary, just, and proper.

WHEREFORE, Claimant Biala, on behalf of himself and on behalf of the Aggrieved Employees, requests the following relief:

- A. Civil penalties provided, per violation, under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*
- B. Pre-judgement and post-judgment interest, as provided by law;
- C. Attorneys' fees pursuant to Labor Code § 2698(g)(1);
- D. Costs of suit, including expert fees and costs;
- E. An appropriate service payment to Claimant Biala for his service as a PAGA representative; and
- F. Such other and further relief as the Arbitrator deems just and proper.]

Dated: New York, New York
XX, 2022

Respectfully submitted,

By: /s/ Melissa L. Stewart
Melissa Stewart

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