

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

YEXT, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

20-8059772
(I.R.S. Employer Identification No.)

Yext, Inc.
1 Madison Ave, 5th Floor
New York NY 10010
(212) 994-3900
(Address of principal executive offices, including zip code)

**2008 Equity Incentive Plan
2016 Equity Incentive Plan
2017 Employee Stock Purchase Plan
Stock Option Agreements with JJ Direct, LLC, SV Angel II-Q, L.P. and Michael Walrath**
(Full title of the plan)

Howard Lerman
Chief Executive Officer
1 Madison Ave, 5th Floor
New York, NY 10010
(212) 994-3900
(Name, address and telephone number, including area code, of agent for service)

Copies to:

Michael C. Labriola, Esq.
Megan J. Baier, Esq.
Mark G.C. Bass, Esq.
Wilson Sonsini Goodrich & Rosati,
Professional Corporation
1301 Avenue of the Americas
New York, NY 10019
(212) 999-5800

Ho Shin, Esq.
EVP & General Counsel
Yext, Inc.
1 Madison Ave, 5th Floor
New York, NY 10010
(212) 994-3900

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

Large accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company)

Accelerated filer
Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to stock option awards outstanding under the 2008 Equity Incentive Plan	20,438,810 (2)	\$ 3.93 (7)	\$ 80,324,523	\$ 9,310
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to restricted stock unit awards outstanding under the 2008 Equity Incentive Plan	270,000 (3)	\$ 11.00 (8)	\$ 2,970,000	\$ 344
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to stock option awards outstanding under the 2016 Equity Incentive Plan	3,623,250 (4)	\$ 7.50 (9)	\$ 27,174,375	\$ 3,150
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the 2016 Equity Incentive Plan	6,972,889 (5)	\$ 11.00 (10)	\$ 76,701,779	\$ 8,890
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the 2017 Employee Stock Purchase Plan	1,500,000 (6)	\$ 9.35 (11)	\$ 14,025,000	\$ 1,626
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the Stock Option Agreement with JJ Direct, LLC	172,472	\$ 2.27 (12)	\$ 391,511	\$ 45
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the Stock Option Agreement with SV Angel II-Q, L.P.	25,000	\$ 2.06 (13)	\$ 51,500	\$ 6
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the Stock Option Agreement with Michael Walrath	303,380	\$ 4.12 (14)	\$ 1,249,926	\$ 145
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the Stock Option Agreement with Michael Walrath	303,380	\$ 8.24 (15)	\$ 2,499,851	\$ 290
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the Stock Option Agreement with Michael Walrath	303,379	\$ 12.37 (16)	\$ 3,752,798	\$ 435
Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the Stock Option Agreement with Michael Walrath	303,379	\$ 16.49 (17)	\$ 5,002,720	\$ 580
TOTAL:	34,215,939		\$ 214,143,983	\$ 24,820

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended, this Registration Statement covers any additional shares of Registrant's Common Stock that become issuable under the plans set forth herein by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the outstanding shares of Registrant's Common Stock.
- (2) Represents 20,438,810 shares of the Registrant's Common Stock reserved for issuance pursuant to stock option awards outstanding under the 2008 Equity Incentive Plan (the "2008 Plan") as of the date of this Registration Statement. To the extent that any such awards expire or are forfeited subsequent to the date of this Registration Statement, the shares of the Registrant's Common Stock reserved for issuance pursuant to such awards will become available for issuance under the 2016 Equity Incentive Plan (the "2016 Plan"). See footnote 5 below.
- (3) Represents 270,000 shares of the Registrant's Common Stock reserved for issuance pursuant to restricted stock unit awards outstanding under the 2008 Plan as of the date of this Registration Statement. To the extent that any such awards expire or are forfeited subsequent to the date of this Registration Statement, the shares of the Registrant's Common Stock reserved for issuance pursuant to such awards will become available for issuance under the 2016 Plan. See footnote 5 below.
- (4) Represents 3,623,250 shares of the Registrant's Common Stock reserved for issuance pursuant to stock option awards outstanding under the 2016 Plan as of the date of this Registration Statement.
- (5) Represents 6,972,889 shares of the Registrant's Common Stock reserved for issuance pursuant to future awards under the 2016 Plan, inclusive of 596,139 shares that had been subject to awards under the 2008 Plan that expired or were forfeited since December 15, 2016, the effective date of the 2016 Plan. To the extent that any awards outstanding under the 2008 Plan expire or are forfeited subsequent to the date of this Registration Statement, the shares of the Registrant's Common Stock reserved for issuance pursuant to such awards will become available for issuance under the 2016 Plan. See footnotes 2 and 3 above.
- (6) Represents 1,500,000 shares of the Registrant's Common Stock reserved for issuance under the 2017 Employee Stock Purchase Plan (the "2017 ESPP").
- (7) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$3.93 per share, the weighted-average exercise price of stock option awards outstanding under the 2008 Plan as of the date of this Registration Statement.
- (8) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$11.00 per share, which is the initial public offering price per share of the Registrant's Common Stock set forth on the cover page of the Registrant's prospectus dated April 12, 2017 relating to its initial public offering.
- (9) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$7.50 per share, the weighted-average exercise price of stock option awards outstanding under the 2016 Plan as of the date of this Registration Statement.
- (10) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$11.00 per share, which is the initial public offering price per share of the Registrant's Common Stock set forth on the cover page of the Registrant's prospectus dated April 12, 2017 relating to its initial public offering.
- (11) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of 85% of \$11.00 per share, which is the initial public offering price per share of the Registrant's Common Stock set forth on the cover page of the Registrant's prospectus dated April 12, 2017 relating to its initial public offering. Pursuant to the 2017 ESPP, the purchase price of the shares of the Registrant's Common Stock reserved for issuance thereunder will be at least 85% of the lower of the fair market value of the Registrant's Common Stock on the Enrollment Date or the Exercise Date (as such terms are defined in the 2017 ESPP).
- (12) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$2.27 per share, the exercise price of the stock option.
- (13) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$2.06 per share, the exercise price of the stock option.
- (14) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$4.12 per share, the exercise price of the stock option.
- (15) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$8.24 per share, the exercise price of the stock option.
- (16) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$12.37 per share, the exercise price of the stock option.
- (17) Estimated in accordance with Rule 457(b) solely for the purpose of calculating the registration fee on the basis of \$16.49 per share, the exercise price of the stock option.

PART I

INFORMATION REQUIRED IN THE PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

*The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the “**Registration Statement**”) in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the “**Securities Act**”) and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Yext, Inc. (the “**Registrant**”) hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the “**Commission**”):

(1) The Registrant’s Prospectus dated April 12, 2017, filed with the Commission pursuant to Rule 424(b) under the Securities Act, as a part of the Registration Statement on Form S-1, as amended (File No. 333-216642), and which contains the Registrant’s audited financial statements for the latest fiscal year for which such statements have been filed; and

(2) The description of the Registrant’s Common Stock contained in the Company’s Registration Statement on Form 8-A (File No. 001-38056) filed with the Commission on April 7, 2017, pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), including any amendment or report filed for the purpose of updating such description.

(3) All other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act (other than information contained in Current Reports on Form 8-K that is deemed furnished and not filed), since the end of the fiscal year covered by the Prospectus referred to in (1) above.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

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Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145(a) of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no cause to believe his or her conduct was unlawful.

Section 145(b) of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he or she acted under similar standards, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which the court shall deem proper.

Section 145 of the Delaware General Corporation Law further provides that: (i) to the extent that a former or present director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by him or her in connection therewith; (ii) indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and (iii) the corporation may purchase and maintain insurance on behalf of any present or former director, officer, employee or agent of the corporation or any person who at the request of the corporation was serving in such capacity for another entity against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liabilities under Section 145.

Article VIII of the Registrant’s amended and restated certificate of incorporation authorizes it to provide for the indemnification of directors and officers to the fullest extent permissible under Delaware law.

Article VIII of the Registrant’s bylaws provides for the indemnification of officers, directors and third parties acting on its behalf if such person acted in good faith

and in a manner reasonably believed to be in and not opposed to the Registrant's best interest and, with respect to any criminal action or proceeding, the indemnified party had no reason to believe his or her conduct was unlawful.

The Registrant has entered into indemnification agreements with its directors, executive officers and others, in addition to indemnification provided for in its certificate of incorporation and bylaws, and intends to enter into indemnification agreements with any new directors and executive officers in the future.

The Registrant has purchased and intends to maintain insurance on behalf of any person who is or was a director or officer against any loss arising from any claim asserted against him or her and incurred by him or her in any such capacity, subject to certain exclusions.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4.1(1)	Amended and Restated Certificate of Incorporation, as currently in effect.
4.2(2)	Form of Amended and Restated Certificate of Incorporation, to be in effect upon the consummation of this offering.
4.3(3)	Bylaws, as currently in effect.
4.4(4)	Form of Amended and Restated Bylaws, to be in effect upon the consummation of this offering.
4.5(5)	Form of Common Stock Certificate.
4.6(6)	Yext, Inc. 2017 Employee Stock Purchase Plan
4.7(7)	Yext, Inc. 2008 Equity Incentive Plan, as amended, and forms of agreements thereunder.
4.8(8)	Yext, Inc. 2016 Equity Incentive Plan, and forms of agreements thereunder.
4.9	Stock Option Agreement with JJ Direct, LLC
4.10	Stock Option Agreement with SV Angel II-Q, L.P.
4.11	Form of Stock Option Agreement with Michael Walrath
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
24.1	Power of Attorney (contained on signature page hereto).

-
- (1) Incorporated by reference to Exhibit 3.1 filed with the Registrant's Registration Statement on Form S-1/A (Registration No. 333-216642), filed with the Commission on March 17, 2017.
- (2) Incorporated by reference to Exhibit 3.2 filed with the Registrant's Registration Statement on Form S-1/A (Registration No. 333-216642), filed with the Commission on March 17, 2017.
- (3) Incorporated by reference to Exhibit 3.3 filed with the Registrant's Registration Statement on Form S-1/A (Registration No. 333-216642), filed with the Commission on March 17, 2017.
- (4) Incorporated by reference to Exhibit 3.4 filed with the Registrant's Registration Statement on Form S-1/A (Registration No. 333-216642), filed with the Commission on March 17, 2017.
- (5) Incorporated by reference to Exhibit 4.1 filed with the Registrant's Registration Statement on Form S-1/A (Registration No. 333-216642), filed with the Commission on March 28, 2017.
- (6) Incorporated by reference to Exhibit 10.6 filed with the Registrant's Registration Statement on Form S-1/A (Registration No. 333-216642), filed with the Commission on March 17, 2017.
- (7) Incorporated by reference to Exhibits 10.7, 10.8 and 10.9 filed with the Registrant's Registration Statement on Form S-1 (Registration No. 333-216642), filed with the Commission on March 13, 2017.
- (8) Incorporated by reference to Exhibit 10.2 filed with the Registrant's Registration Statement on Form S-1 (Registration No. 333-216642), filed with the Commission on March 13, 2017, and Exhibits 10.3, 10.4 and 10.5 filed with the Registrant's Registration Statement on Form S-1/A (Registration No. 333-216642), filed with the Commission on March 17, 2017.

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes that:

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- (1) It will file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) For the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement

relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) It will remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on the 12th day of April, 2017.

YEXT, INC.

By: /s/ Howard Lerman
Howard Lerman
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Howard Lerman, Steve Cakebread and Ho Shin, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign the Registration Statement on Form S-8 of Yext, Inc., and any or all amendments thereto (including post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Howard Lerman</u> Howard Lerman	Chief Executive Officer (Principal Executive Officer) and Director	April 12, 2017
<u>/s/ Brian Distelburger</u> Brian Distelburger	President and Director	April 12, 2017
<u>/s/ Steven Cakebread</u> Steven Cakebread	Chief Financial Officer (Principal Financial and Accounting Officer)	April 12, 2017
<u>/s/ Michael Walrath</u> Michael Walrath	Chairman of the Board of Directors	April 12, 2017
<u>/s/ Phillip Fernandez</u> Phillip Fernandez	Director	April 12, 2017
<u>/s/ Jesse Lipson</u> Jesse Lipson	Director	April 12, 2017
<u>/s/ Julie Richardson</u> Julie Richardson	Director	April 12, 2017
<u>/s/ Andrew Sheehan</u> Andrew Sheehan	Director	April 12, 2017

EXHIBIT INDEX

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4.3(3)	Bylaws, as currently in effect.
4.4(4)	Form of Amended and Restated Bylaws, to be in effect upon the consummation of this offering.
4.5(5)	Form of Common Stock Certificate.
4.6(6)	Yext, Inc. 2017 Employee Stock Purchase Plan
4.7(7)	Yext, Inc. 2008 Equity Incentive Plan, as amended, and forms of agreements thereunder.
4.8(8)	Yext, Inc. 2016 Equity Incentive Plan, and forms of agreements thereunder.
4.9	Stock Option Agreement with JJ Direct, LLC
4.10	Stock Option Agreement with SV Angel II-Q, L.P.
4.11	Form of Stock Option Agreement with Michael Walrath
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
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STOCK OPTION AGREEMENT

This **STOCK OPTION AGREEMENT** (this “**Agreement**”) is made as of October 26, 2012 (the “**Effective Date**”), by and between JJ Direct, LLC, a Delaware limited liability company (the “**Optionee**”), and Yext, Inc., a Delaware corporation (the “**Company**”).

W I T N E S S E T H

WHEREAS, on or around the date hereof, the Company and the Optionee are entering into a certain Consulting Agreement (the “**Consulting Agreement**”) pursuant to which the Optionee shall provide the Services (as defined in the Consulting Agreement) to the Company;

WHEREAS, in partial consideration for the performance of the Services, the Company has authorized and reserved for issuance up to seven hundred fifty-two thousand six hundred and eight (752,608) shares of its Common Stock (the “**Shares**”) for the Optionee to purchase, at its option, pursuant to the terms of this Agreement; and

WHEREAS, the Optionee desires to obtain the right to purchase the Shares from the Company at the Exercise Price, and the Company is willing to afford that right to the Optionee, subject to the rights, restrictions and vesting periods set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I Definitions

Section 1.1. Definitions. For purposes of this Agreement, the following initially capitalized words and phrases will be defined as set forth below:

- (a) “**Affiliate**” means, with respect to a Person (the “**First Person**”), a Person that directly or indirectly Controls, or is Controlled by, or is under common Control with, the First Person.
- (b) “**Cause**” means (i) conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime by the member(s), manager(s) or officer(s) of the Optionee that causes the Company or its Affiliates public disgrace, or materially and adversely affects the Company’s or its Affiliates’ operations or financial performance or the relationships the Company or any of its Affiliates have with their customers; or (ii) gross negligence or willful misconduct by the Optionee or its member(s), manager(s) or officer(s) with respect to the

Company or any of its Affiliates, including without limitation, fraud, embezzlement, theft or proven dishonesty in the course of the Optionee’s performance of the Services.

- (c) “**Change in Control**” shall have the meanings ascribed to it in the Plan.
- (d) “**Code**” means the U.S. Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.
- (e) “**Common Stock**” means the Company’s Common Stock, par value \$0.001 per share.
- (f) “**Control**” means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (the terms “**Controlled by**” and “**under common Control with**” shall have correlative meanings).
- (g) “**Exercise Price**” means \$2.27 per share.
- (h) “**Person**” means an individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.
- (i) “**Plan**” means the Company’s 2008 Equity Incentive Plan, as such Plan may be amended from time to time.

ARTICLE II Option

Section 2.1. Option; Vesting Schedule. Subject to the acceleration provisions set forth in Section 2.3 below, the Optionee shall have the right, but not the obligation, to purchase from the Company (to the extent not previously purchased), and the Company shall have the obligation to sell to the Optionee, at a per Share price equal to the Exercise Price, at any time prior to the earlier of the expiration of such right pursuant to Section 2.2 and the termination of such right pursuant to Section 2.3, up to the number of Shares which constitute Vested Shares as of the date of exercise effected in accordance with Sections 2.4 and 2.5 (the “**Option**”). The Shares shall vest as follows:

- (a) a total of 1/48th of the Shares shall vest on November 24, 2012 (the “**First Vesting Date**”, which corresponds with the one (1) month anniversary of the Effective Date), provided that the Optionee continues to provide the Services to the Company or its Affiliates from the Effective Date through the First Vesting Date; and
- (b) an additional 1/48th of the Shares shall vest on the 24th day of each subsequent full calendar month following the First Vesting Date (each, a “**Subsequent Vesting Date**”), provided that the Optionee continues to provide the Services to the Company or

its Affiliates from the Effective Date through such Subsequent Vesting Date, until the Option is fully vested on November 24, 2016.

All Shares that have vested in accordance with the foregoing schedule shall be referred to as “**Vested Shares**.” All Shares that have not yet vested in accordance with the foregoing schedule shall be referred to as “**Unvested Shares**.” The Option may only be exercised at any time as to a whole number of Vested Shares.

Any full or partial exercise of the Option set forth in this Section 2.1 shall be made in accordance with the terms of Section 2.4.

Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares

or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made by the Company to the number of Shares, the number of Vested Shares and Unvested Shares and the Exercise Price in order to prevent the dilution or enlargement of rights and benefits hereunder. In no event shall any such adjustments be made in connection with the conversion of one or more outstanding shares of the Company's preferred stock into shares of Common Stock or in connection with the cashless exercise of stock options or warrants.

Section 2.2. Expiration Date. The Option set forth in this Article II shall expire on the day immediately preceding the ten (10) year anniversary of the Effective Date (the "**Expiration Date**"). The Option is subject to earlier termination as provided in this Agreement.

Section 2.3. Effect of Termination of Service; Acceleration upon a Change in Control

(a) In the event that the Services are no longer being provided to the Company or any of its Affiliates:

(i) for any reason other than a termination for Cause, then the Option shall be exercisable for the number of Shares which were Vested Shares on the last day that the Services were provided to the Company (the "**Cessation Date**") or on such accelerated basis as the Board may determine, and, subject to Section 2.3(b), shall remain exercisable until the Expiration Date. Notwithstanding anything to the contrary set forth in this Agreement, to the extent that, at any time, the Optionee is, for any reason other than Cause, no longer providing, or is unable or unwilling to provide, the Services to the Company or any of its Affiliates, the Company may, in its sole discretion, deem that the Services have been terminated and the provisions of this Section 2.3(a)(i) shall apply; or

(ii) due to a termination for Cause, then: (A) the Option will be immediately and automatically forfeited as of the date of such termination; (B) in connection therewith the Option shall not be exercisable for any Vested Shares as of the date of such termination or thereafter; and (C) in the event that the Optionee has exercised the Option but the Company has not yet delivered share certificates with respect to such exercise as of the date of

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such termination, the Shares to be covered by such share certificates will be immediately and automatically forfeited and the Company will refund to the Optionee the Applicable Exercise Price (as defined in Section 2.4 hereof) paid by the Optionee for such forfeited Shares.

(b) In the event of a Change in Control:

(i) one hundred percent (100%) of the Shares subject to this Option that are not yet vested as of such Change in Control shall become vested and exercisable as of such Change in Control; provided that, the Company's first underwritten public offering of its Common Stock under the Securities Act of 1933, as amended (its "**IPO**"), shall not, under any circumstances, be considered a "Change in Control" and none of the Shares subject to this Option shall be accelerated, in any manner whatsoever, as a result of, or in connection with, the IPO; and

(ii) the Company may, with respect to the Option, take any action permitted under the Plan that the Company is permitted to take with respect to option grants awarded by the Company under the Plan, provided that: (A) no such action shall be inconsistent with Section 2.3(b)(i); and (B) unless consented to in writing by the Optionee, such action shall not include causing or permitting the assumption of the Option by the surviving entity in any such Change in Control or causing or permitting the cancellation of the Option in exchange for a substitute option.

Section 2.4. Method of Exercise. The Option may be exercised by the Optionee by the delivery to the Company of a written notice of exercise (the "**Exercise Notice**") specifying: (a) that the Option is being irrevocably exercised; (b) the number of Vested Shares being purchased by the Optionee with respect to such exercise; and (c) the aggregate purchase price payable to Company with respect to the Vested Shares being exercised (the "**Applicable Exercise Price**"). The effectiveness of the Exercise Notice and the underlying exercise of the Option shall be subject to the Optionee's adherence to the conditions in Section 2.6 below and such other applicable provisions of this Agreement. The Exercise Notice shall not be effective unless the Optionee delivers, along with such Exercise Notice, the following payment amounts to the Company: (i) an amount equal to the Applicable Exercise Price; and (ii) an amount equal to any and all taxes and similar withholding amounts that are applicable with respect to such exercise (the "**Tax Amount**"). The foregoing amounts shall be paid by the Optionee to the Company by certified check or by wire transfer of immediately available funds. No Shares will be issued upon exercise of the Option until full payment of the Applicable Exercise Price and Tax Amount has been made.

Section 2.5. Closings. Upon receipt of the Applicable Exercise Price and Tax Amount, the Company shall deliver to the Optionee a certificate representing the number of Shares purchased by the Optionee on the applicable Closing Date (as defined below). The closing of the purchase and sale of the Shares pursuant to this Article II shall take place in one or more closings (each, a "**Closing**") on the date (each, a "**Closing Date**") which is ten (10) days after the delivery of an Exercise Notice to the Company, or such other date as may be agreed to by the Optionee and the Company.

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Section 2.6. Stockholder Agreements. Notwithstanding the foregoing, the Optionee's exercise of the Option (whether in full or in part) shall, with respect to the Shares to be purchased by the Optionee, be, at the Company's discretion, conditioned upon the Optionee's execution of (a) any stockholder agreements or similar agreements then in effect among the Company and its stockholders regarding the rights and obligations of the Company's stockholders, restrictions on transfer of shares of capital stock of the Company, voting of shares of capital stock of the Company, and/or any other similar rights and obligations and (b) any other agreement governing stockholder rights and restrictions as the Board may require. The Optionee acknowledges and agrees that such agreements may include terms and conditions that provide the Company and/or other stockholders of the Company with: (a) a right of first or secondary refusal with respect to Shares purchased by the Optionee pursuant to the Option; (b) a right of the Company to repurchase Shares purchased by the Optionee pursuant to the Option (including the right to repurchase Shares at a price equal to the lesser of the then fair market value (as determined in good faith by the Company) of such Shares or the Applicable Exercise Price paid for such Shares if Optionee engages in conduct that constitutes Cause or materially violates any of the agreements referenced above); (c) "drag-along" rights in favor of the stockholders owning a majority of capital stock of the Company; and (d) "market standoff" or "lock-up" conditions.

ARTICLE III Optionee Representations and Warranties

Section 3.1. Representations and Warranties. The Optionee hereby represents and warrants to the Company as follows and shall confirm such representations and warranties in connection with each Closing:

(a) The Optionee acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or an exemption from such registration is available. The Optionee is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions. The Optionee agrees that the Optionee will sell, transfer, or otherwise dispose of the Shares only in compliance with then applicable federal and state securities laws. The Optionee understands that there is no established market for the Shares, that no such market may ever develop, and that the Company is not under any obligation to register any of the Shares.

(b) None of the following has been represented, guaranteed or warranted, either expressly or by implication, to the Optionee, by the Company, its directors, officers, agents, attorneys, employees, or by any other person: (i) the length of time that the Optionee will be required to hold his investment in the

Shares; (ii) that any gain or profit will be realized as a result of an investment in the Shares; or (iii) that the past performance or experience of the Company, its management or any of its affiliates, or of any other person, will in any way be indicative of the future results of the ownership of the Shares.

(c) This investment is being made for the account of the Optionee, for investment by the Optionee and not with a view to distribution or resale. The Optionee's financial commitment to all investments is reasonable in relationship to the Optionee's net worth.

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The Optionee has made an independent examination of an investment in the Shares and has such knowledge and experience in financial and business matters that the Optionee is capable of evaluating the scope and type of information needed to make such a determination and the merits and risks of such an investment and to the extent appropriate, consulted a legal, tax, or business advisor. The Optionee does not require a purchaser representative to assist or advise the Optionee in connection with evaluating the risks and merits of the prospective investment.

(d) THE OPTIONEE IS FULLY ABLE TO BEAR THE ECONOMIC RISK OF THIS INVESTMENT. AN INVESTMENT IN THE SHARES IS SUITABLE FOR THE OPTIONEE IN LIGHT OF THE OPTIONEE'S FINANCIAL POSITION AND INVESTMENT OBJECTIVES, WITH FULL KNOWLEDGE THAT THIS INVESTMENT COULD RESULT IN A COMPLETE AND TOTAL LOSS. THE OPTIONEE RECOGNIZES THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK AND IS A HIGHLY SPECULATIVE INVESTMENT, WHICH COULD RESULT IN A LOSS OF ALL OR PART OF THE OPTIONEE'S INVESTMENT. THERE IS NO ASSURANCE THAT ANY RETURN WILL BE RECEIVED ON THE OPTIONEE'S INVESTMENT. THE OPTIONEE CAN AFFORD A TOTAL LOSS OF THIS INVESTMENT AND DOES NOT REQUIRE, AND DOES NOT ANTICIPATE RECEIVING, ANY CASH FLOW FROM THIS INVESTMENT, NOW OR IN THE FUTURE.

(e) The Optionee is a "United States Person" for purpose of the United States Internal Revenue Code. The address set forth below is the true and correct residence of the Optionee and the Optionee has no present intention of moving the Optionee's residence to any other state or jurisdiction.

(f) The Optionee is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act and agrees that the Optionee shall submit such further assurances of such status as may be reasonably requested by the Company.

(g) The Optionee hereby agrees that the Optionee will not, without the prior written consent of the Company or its managing underwriter, during the period commencing on the date of a final prospectus relating to the first public offering by the Company of its Common Stock pursuant to an offering registered under the Securities Act (the "IPO") and ending on the date specified by the Company and the managing underwriter (such period not to exceed 180 days plus such additional period of up to 35 additional days as may be requested by the Company or an underwriter to accommodate regulatory restrictions on: (i) the publication or other distribution of research reports; and (ii) analyst recommendations and opinions, including but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto): (A) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of the Company's capital stock (the "Capital Stock") held immediately prior to the effectiveness of the registration statement for an IPO; or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (A) or (B) above is to be settled

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by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 3.1(g) shall apply only to an IPO and shall not apply to the sale of any shares to an underwriting agreement. The underwriters in connection with such registration are intended third party beneficiaries of this Section 3.1(g) and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. The Optionee further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 3.1(g) or that are necessary to give further effect thereto.

(h) It is understood that the certificates evidencing the Shares purchased by the Optionee pursuant to the Option shall bear the legends contained on shares of the Company's 'Common Stock immediately prior to the Optionee's purchase thereof and such other legends as the Company reasonably requires.

ARTICLE IV Company Representations and Warranties

Section 4.1. Representations and Warranties of the Company. The Company hereby represents and warrants to the Optionee that the Shares, when and if sold pursuant to the Option, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under any Company agreements and applicable state and federal securities laws.

ARTICLE V Miscellaneous

Section 5.1 No Third-Party Beneficiaries. Except as otherwise provided in Section 3.1(g), this Agreement will not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

Section 5.2 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreements relating to the subject matter hereof existing between the parties on or prior to the date hereof are expressly canceled.

Section 5.3 Succession and Assignment; Transfer. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations without the prior written approval of the other party, which approval shall not be unreasonably withheld. The Optionee may not transfer the Option to any individual or entity without the prior, written approval of the Company. The Company may, for any reason whatsoever, withhold its approval for any such proposed transfer.

Section 5.4 Tax Consultation. The Optionee understands that the Optionee may suffer adverse tax consequences as a result of the Optionee's receipt of the Option and/or the Optionee's purchase or disposition of the Shares. The Optionee represents that the Optionee

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has consulted with any tax consultants the Optionee deems advisable in connection with the receipt of the Option and/or the purchase or disposition of the Shares and that the Optionee is not relying on the Company for any tax advice.

Section 5.5 **No Guarantee of Future Working Relationship.** The Optionee acknowledges and agrees that neither this Agreement nor the transactions contemplated hereunder constitute an express or implied promise by the Company to the Optionee that the Optionee or any of its member(s), manager(s) or officer(s), whether now or in the future, will have any working relationship with the Company, whether as an advisor, consultant or contractor or otherwise, except as provided in the Consulting Agreement.

Section 5.6 **Non-Transferability of Option.** Unless otherwise consented to in advance in writing by the Board, the Option (or any other rights under this Agreement) may not be transferred in any manner and may be exercised only by the Optionee. The terms of this Agreement shall be binding upon the successors and assigns of the Optionee.

Section 5.7 **Options Not Issued under 2008 Equity Compensation Plan** The parties acknowledge and agree that, although certain terms of this Option reference terms of the Plan, the Option is not being issued: (a) under, pursuant to, or in accordance with, and is not related in any manner whatsoever to, the Plan, or any other similar option or equity plan of the Company; or (b) out of the shares of Common Stock reserved for issuance under the Plan. The Optionee acknowledges having received and reviewed the Plan for the purpose of understanding those terms of the Plan referenced herein.

Section 5.8 **Governing Law.** This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

Section 5.9 **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given to the intended recipient as set forth below (a) three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, (b) one (1) business day after it is sent by Federal Express or similar reputable overnight courier service, or (c) upon transmission if sent via facsimile, provided electronic confirmation of receipt is received and a hard copy of such notice is subsequently sent via one of the methods described in subparagraph (a) or (b):

If to the Company:

Yext, Inc.
75th Ninth Avenue, 7th Floor
New York, NY 10011
Fax: (646) 224-8150
Attn: Howard Lerman

with a copy to (which itself will not constitute notice):

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Edward M. Zimmerman, Esq.
Lowenstein Sandler PC
65 Roseland Avenue
Roseland, NJ 07068
Tel: (973) 597-2500
Fax: (973) 597-2400

If to the Optionee;

JJ Direct, LLC
80 O Shaughnessy Lane
Closter, NJ 07624
Attn: Eric Aroesty

with a copy to (which itself will not constitute notice):

David O. Klein, Esq.
Klein Zelman, Rothermel LLP
485 Madison Avenue, 15th floor
New York, NY 10022
Fax: 212-753-8101

Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner set forth above.

Section 5.10 **Severability.** If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 5.11 **Headings.** The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.1 **Amendments and Waivers.** No amendment of any provision of this Agreement will be valid unless the same be made in writing and signed by all of the parties

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hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 5.13 **Counterparts; Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but

all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OPTIONEE

JJ DIRECT, LLC

By: /s/ Eric Aroesty
Name: Eric Aroesty
Title: Manager

COMPANY:

YEXT, INC.

By: /s/ Alok Bhushan
Name: Alok Bhushan
Title: CFO

[Signature Page to JJ Direct, LLC Stock Option Agreement]

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STOCK OPTION AGREEMENT

This **STOCK OPTION AGREEMENT** (this “**Agreement**”) is made as of September 8, 2010 (the “**Effective Date**”), by and between SV Angel II-Q, L.P., a []limited partnership (the “**Optionee**”), and Yext, Inc. f/k/a Alpha Creations Corporation, a Delaware corporation (the “**Company**”).

WITNESSETH

WHEREAS, beginning on the date hereof, the Optionee has made available to the Company Ronald Conway and David Lee, two partners of the Optionee (collectively, the “**Advisors**” and each, individually, an “**Advisor**”), who shall provide certain advisory services to the Company (the “**Services**”); and

WHEREAS, in consideration for the performance of the Services, the Company has authorized and set aside for issuance up to 25,000 shares of its Common Stock (the “**Shares**”), for the Optionee to purchase, at its option, pursuant to the terms of this Agreement; and

WHEREAS, the Optionee desires to obtain the right to purchase from the Company, and the Company desires to be obligated to sell to the Optionee, at the Exercise Price, the Shares, subject to the rights, restrictions and vesting periods set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
Definitions

Section 1.1. Definitions. For purposes of this Agreement, the following initially capitalized words and phrases will be defined as set forth below:

- (a) “**Affiliate**” means, with respect to a Person, a Person that directly or indirectly Controls, or is Controlled by, or is under common Control with such Person.
- (b) “**Cause**” means (i) conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime by either Advisor that causes the Company or its Affiliates public disgrace or disrepute, or materially and adversely affects the Company’s or its Affiliates’ operations or financial performance or the relationship the Company has with its customers, (ii) gross negligence or willful misconduct by either Advisor with respect to the Company or any of its Affiliates, including, without limitation fraud, embezzlement, theft or proven dishonesty in the course of either Advisor’s performance of the Services; (iii) alcohol abuse or use of controlled drugs by either Advisor other than in accordance with a physician’s prescription; (iv) refusal by either Advisor to perform the Services to the Company or its Affiliates (other than due to a Disability), which refusal, if curable, is not cured within fifteen (15) days after delivery of written notice thereof; or (v) any breach of any obligation or duty to the Company or any of its Affiliates (whether arising by statute, common law or agreement) relating to confidentiality, noncompetition, nonsolicitation or proprietary rights.
- (c) “**Change in Control**” shall have the meanings ascribed to it in the Plan.
- (d) “**Code**” means the U.S. Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.
- (e) “**Common Stock**” means the Company’s Common Stock, par value \$0.001 per share.
- (f) “**Control**” means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (the terms “**Controlled by**” and “**under common Control with**” shall have correlative meanings).
- (g) “**Disability**” means a condition rendering either Mr. Conway or Mr. Lee Disabled.
- (h) “**Disabled**” has the meaning as set forth in Section 22(e)(3) of the Code.
- (i) “**Exercise Price**” means \$2.06 per share.
- (j) “**Person**” means an individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.
- (k) “**Plan**” means the Company’s 2008 Equity Incentive Plan, as amended to date.

ARTICLE II
Option

Section 2.1. Option: Vesting Schedule. The Company and the Optionee hereby agree that the Optionee shall have the right, but not the obligation, to purchase from the Company (to the extent not previously purchased), and the Company shall have the obligation to sell to the Optionee, at the Exercise Price, the Shares (provided that the Services are continuing to be provided to the Company through each respective vesting date) in accordance with the following vesting schedule (the “**Option**”):

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(a) the Optionee shall have the right to require the Company to sell to the Optionee, and the Company shall be obligated to sell to the Optionee, up to twenty-five percent (25%) of the Shares on September 8, 2011 (the “**First Vesting Date**”), which is the one (1) year anniversary of the Effective Date; and

(b) thereafter, the Optionee shall have the right to require the Company to sell to the Optionee, and the Company shall be obligated to sell to the Optionee, an additional 1/36th of the remaining Shares on the last day of each full calendar month following the First Vesting Date.

All Shares that have vested in accordance with the foregoing schedule shall be referred to as “**Vested Shares**”. All Shares that have not yet vested in accordance with the foregoing schedule shall be referred to as “**Unvested Shares**”. The Option may only be exercised at any time as to a whole number of Shares.

Any full or partial exercise of the Option set forth in this Section 2.1 shall be made in accordance with the terms of Section 2.4 hereinbelow.

Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to the Shares and the Exercise Price in order to prevent the dilution or enlargement of rights and benefits thereunder. In no event shall any such adjustments be made in connection with the conversion of one or more outstanding shares of the Company's preferred stock into shares of Common Stock.

Section 2.2. Expiration Date. The Option set forth in this Article II shall expire on the ten (10) year anniversary of the Effective Date (the "**Expiration Date**"). The Option is subject to earlier termination as provided in this Agreement.

Section 2.3. Effect of Termination of Service

(a) In the event that the Services are no longer being provided to the Company or any of its Affiliates:

(i) for any reason (other than a termination for Cause), the Option shall be exercisable for the number of Shares which were Vested Shares on the last day that the Services were provided to the Company (the "**Cessation Date**") and shall remain exercisable until the earlier of (i) the ninety (90) day anniversary of the Cessation Date, or (ii) the Expiration Date. Notwithstanding anything to the contrary set forth in this Agreement, to the extent that, at any time, (i) either Advisor is, for any reason other than Cause, or (ii) both Advisors are, for any reason other than Cause, Disability or death, no longer providing, or is, in the case of one of the Advisors, or are in the case of both Advisors, unable or unwilling to provide, the Services to the Company or any of its Affiliates, the Company may, in its sole discretion, deem that the Services have been terminated and the provisions of this Section 2.3(a) shall apply;

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(ii) due to the Disability of both Advisors, the Option may thereafter be exercised by the Optionee, to the extent it was exercisable at the time of termination, or on such accelerated basis as the Board may determine, for a period expiring on the earlier of (i) the one (1) year anniversary of the Cessation Date, or (ii) the Expiration Date;

(iii) due to the death of both Mr. Conway and Mr. Lee, the Option may thereafter be exercised, to the extent then exercisable or on such accelerated basis as the Board may determine, by the Optionee for a period expiring on the earlier of (i) the one (1) year anniversary of the Cessation Date, or (ii) the Expiration Date; or

(iv) due to a termination for Cause: (i) any Unvested Shares not already exercised will be immediately and automatically forfeited as of the date of such termination, and (ii) any Vested Shares for which the Company has not yet delivered stock certificates will be immediately and automatically forfeited and the Company will refund to the Optionee the Applicable Exercise Price paid for such Vested Shares, if any.

(b) In the event of a Change in Control, the Company may, with respect to the Option, take any action permitted under the Plan that the Company is permitted to take with respect to option grants awarded by the Company under the Plan.

Section 2.4. Method of Exercise. The Option may be exercised by the Optionee by the delivery to the Company of a written notice of exercise (the "**Exercise Notice**") specifying: (a) that the Option is being irrevocably exercised; (b) the number of Vested Shares being purchased by the Optionee with respect to such exercise; and (c) the aggregate purchase price payable to Company with respect to the Vested Shares being exercised (the "**Applicable Exercise Price**"). The effectiveness of the Exercise Notice and the underlying exercise of the Option shall be subject to the Optionee's adherence to the conditions in Section 2.6 below and such other applicable provisions of this Agreement. The Exercise Notice shall not be effective unless the Optionee delivers, along with such Exercise Notice, the following payment amounts to the Company: (A) an amount equal to the Applicable Exercise Price and (B) an amount equal to any and all taxes and similar withholding amounts that the Company determines are applicable with respect to such exercise (the "**Tax Amount**"). The foregoing amounts shall be paid by the Optionee to the Company by certified check or by wire transfer of immediately available funds. No Shares will be issued upon exercise of the Option until full payment of the Applicable Exercise Price and Tax Amount has been made.

Section 2.5. Closings. The closing of the purchase and sale of the Shares pursuant to this Article II shall take place in one or more closings (each, a "**Closing**") on the date (each, a "**Closing Date**") which is ten (10) days after the delivery of an Exercise Notice to the Company, or such other date as may be agreed to by the Optionee and the Company. Payment of the Applicable Exercise Price and Tax Amount shall be made in full by certified check or wire transfer of immediately available funds on the applicable Closing Date. Upon receipt of the Applicable Exercise Price and Tax Amount, the Company shall deliver to the Optionee a certificate representing the number of Shares purchased by Optionee on the applicable Closing Date.

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Section 2.6. Stockholder Agreements. Notwithstanding the foregoing, the Optionee's exercise of the Option (whether in full or in part) shall, with respect to the Shares to be purchased by the Optionee, be, at the Company's discretion, conditioned upon the Optionee's execution of (a) any stockholder agreements or similar agreements then in effect among the Company and its stockholders regarding the rights and obligations of the Company's stockholders, restrictions on transfer of shares of capital stock of the Company, voting of shares of capital stock of the Company, and/or any other similar rights and obligations and (b) any other agreement as the Board may require. The Optionee acknowledges and agrees that such agreements may include terms and conditions that provide the Company and/or other stockholders of the Company with (i) a right of first or secondary refusal with respect to Shares purchased by the Optionee pursuant to the Option, (ii) a right of the Company to repurchase Shares purchased by the Optionee pursuant to the Option, (iii) "drag-along" rights in favor of the stockholders owning a majority of capital stock of the Company, (iv) "market standoff" or "lock-up" conditions, and (v) such other terms and conditions as the Board and/or the Company may require.

ARTICLE III
Optionee Representations and Warranties

Section 2.1. Representations and Warranties. The Optionee hereby represents and warrants to the Company as follows:

(a) The Optionee acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or an exemption from such registration is available. The Optionee is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions. The Optionee agrees that the Optionee will sell, transfer, or otherwise dispose of the Shares only in compliance with then applicable federal and state securities laws. The Optionee understands that there is no established market for the Shares, that no such market may ever develop, and that the Company is not under any obligation to register any of the Shares.

(b) None of the following has been represented, guaranteed or warranted, either expressly or by implication, to the Optionee, by the Company, its directors, officers, agents, attorneys, employees, or by any other person: (i) the length of time that the Optionee will be required to hold its investment in the Shares; (ii) that any gain or profit will be realized as a result of an investment in the Shares; or (iii) that the past performance or experience of the Company, its management or any of its affiliates, or of any other person, will in any way be indicative of the future results of the ownership of the Shares.

(c) This investment is being made for the account of the Optionee, for investment by the Optionee and not with a view to distribution or

resale. The Optionee's financial commitment to all investments is reasonable in relationship to the Optionee's net worth. The Optionee has made an independent examination of an investment in the Shares and has such knowledge and experience in financial and business matters that the Optionee is capable of

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evaluating the scope and type of information needed to make such a determination and the merits and risks of such an investment and to the extent appropriate, consulted a legal, tax, or business advisor. The Optionee does not require a purchaser representative to assist or advise it in connection with evaluating the risks and merits of the prospective investment.

(d) THE OPTIONEE IS FULLY ABLE TO BEAR THE ECONOMIC RISK OF THIS INVESTMENT. AN INVESTMENT IN THE SHARES IS SUITABLE FOR THE OPTIONEE IN LIGHT OF THE OPTIONEE'S FINANCIAL POSITION AND INVESTMENT OBJECTIVES, WITH FULL KNOWLEDGE THAT THIS INVESTMENT COULD RESULT IN A COMPLETE AND TOTAL LOSS. THE OPTIONEE RECOGNIZES THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK AND IS A HIGHLY SPECULATIVE INVESTMENT, WHICH COULD RESULT IN A LOSS OF ALL OR PART OF THE OPTIONEE'S INVESTMENT. THERE IS NO ASSURANCE THAT ANY RETURN WILL BE RECEIVED ON THE OPTIONEE'S INVESTMENT. THE OPTIONEE CAN AFFORD A TOTAL LOSS OF THIS INVESTMENT AND DOES NOT REQUIRE, AND DOES NOT ANTICIPATE RECEIVING, ANY CASH FLOW FROM THIS INVESTMENT, NOW OR IN THE FUTURE.

(e) The Optionee is a "United States Person" for purpose of the United States Internal Revenue Code. The address set forth below is the true and correct residence of the Optionee and the Optionee has no present intention of moving its residence to any other state or jurisdiction.

(f) The Optionee is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act and agrees that it shall submit such further assurances of such status as may be reasonably requested by the Company.

(g) The Optionee hereby agrees that it will not, without the prior written consent of the Company or its managing underwriter, during the period commencing on the date of a final prospectus relating to the first public offering by the Company of its Common Stock pursuant to an offering registered under the Securities Act (the "IPO") and ending on the date specified by the Company and the managing underwriter (such period not to exceed 180 days plus such additional period up to 35 additional days as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions, including but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto): (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Capital Stock held immediately prior to the effectiveness of the registration statement for an IPO or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 3.1(g) shall apply only to an IPO and shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. The underwriters in connection with such registration are intended third

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party beneficiaries of this Section 3.1(g) and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. The Optionee further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 3.1(g) or that are necessary to give further effect thereto.

(h) It is understood that the certificates evidencing the Shares purchased by the Optionee pursuant to the Option shall bear the legends contained on shares of the Company's Common Stock immediately prior to the Optionee's purchase thereof.

ARTICLE IV Company Representations and Warranties

Section 4.1. Representations and Warranties of the Company. The Company hereby represents and warrants to the Optionee that the Shares, when and if sold pursuant to the Option, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under any Company agreements and applicable state and federal securities laws.

ARTICLE V Miscellaneous

Section 5.1 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

Section 5.2 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreements relating to the subject matter hereof existing between the parties on or prior to the date hereof are expressly canceled.

Section 5.3 Succession and Assignment: Transfer. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations without the prior written approval of the other party, which approval shall not be unreasonably withheld. The Optionee may not transfer the Option to any individual or entity without the prior written approval of the Company. The Company may, for any reason whatsoever, withhold its approval for any such proposed transfer.

Section 5.4 Tax Consultation. The Optionee understands that the Optionee may suffer adverse tax consequences as a result of the Optionee's receipt of this Option and/or the Optionee's purchase or disposition of the Shares. The Optionee represents that the Optionee has consulted with any tax consultants the Optionee deems advisable in connection with the receipt of this Option and/or the purchase or disposition of the Shares and that the Optionee is not relying on the Company for any tax advice.

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Section 5.5 No Guarantee of Future Working Relationship. The Optionee acknowledges and agrees that neither this Agreement nor the transactions contemplated hereunder constitute an express or implied promise by the Company to the Optionee that the Optionee or the Advisors, whether now or in the future, will have any working relationship with the Company, whether as an advisor, consultant, contractor or otherwise.

Section 5.6 Non-Transferability of Option. Unless otherwise consented to in advance in writing by the Board, the Option (or any other rights under this Agreement) may not be transferred in any manner and may be exercised only by the Optionee. The terms of this Agreement shall be binding upon the successors and assigns of the Optionee.

Section 5.7 Governing Law. This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

Section 5.8 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given to the intended recipient as set forth below (a) three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, (b) one (1) business day after it is sent by Federal Express or similar reputable overnight courier service, or (c) upon transmission if sent via facsimile, provided electronic confirmation of receipt is received and a hard copy of such notice is subsequently sent via one of the methods described in subparagraph (a) or (b):

If to the Company:

Yext, Inc.
75th Ninth Avenue, 7th Floor
New York, NY 10011
Fax:
Attn:

with a copy to (which itself will not constitute notice):

Edward M. Zimmerman, Esq.
Lowenstein Sandler PC
65 Roseland Avenue
Roseland, NJ 07068
Tel: (973) 597-2500
Fax: (973) 597-2400

If to the Optionee:

SV Angel H-Q, L.P.
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Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner set forth above.

Section 5.9 Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 5.10 Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.11 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the same be made in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 5.12 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OPTIONEE

SV ANGEL H-Q, L.P.

By: /s/ Pavid Uoe
Name: Pavid Uoe
Title: Managing Member

COMPANY:

YEXT, INC.

By: /s/ Alok Bhushan
Name: Alok Bhushan
Title: CFO

[Signature Page to SV Angel 11-Q, L.P. Stock Option Agreement]

STOCK OPTION AGREEMENT

This **STOCK OPTION AGREEMENT** (this “**Agreement**”) is made as of March 3, 2011 (the “**Effective Date**”), by and between Michael Walrath (the “**Optionee**”) and Yext, Inc., a Delaware corporation (the “**Company**”).

WITNESSETH

WHEREAS, on or around the date hereof, the Company and the Optionee, who is a member of the Company’s Board of Directors (the “**Board**”), are entering into a certain Advisor Letter Agreement pursuant to which the Optionee shall provide certain advisory services to the Company (the “**Services**”); and

WHEREAS, in partial consideration for the performance of the Services, the Company has authorized and reserved for issuance up to [] shares of its Common Stock (the “**Shares**”) for the Optionee to purchase, at his option, pursuant to the terms of this Agreement; and

WHEREAS, the Optionee desires to obtain the right to purchase the Shares from the Company at the Exercise Price, and the Company is willing to afford that right to the Optionee, subject to the rights, restrictions and vesting periods set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I Definitions

Section 1.1. Definitions. For purposes of this Agreement, the following initially capitalized words and phrases will be defined as set forth below:

- (a) “**Affiliate**” means, with respect to a Person (the “**First Person**”), a Person that directly or indirectly Controls, or is Controlled by, or is under common Control with, the First Person.
 - (b) “**Cause**” means (i) conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime by the Optionee that causes the Company or its Affiliates public disgrace or disrepute, or materially and adversely affects the Company’s or its Affiliates’ operations or financial performance or the relationships the Company or any of its Affiliates have with their customers, or (ii) gross negligence or willful misconduct by the Optionee with respect to the Company or any of its Affiliates, including, without limitation,
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- fraud, embezzlement, theft or proven dishonesty in the course of the Optionee’s performance of the Services.
- (c) “**Change in Control**” shall have the meanings ascribed to it in the Plan.
 - (d) “**Code**” means the U.S. Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.
 - (e) “**Common Stock**” means the Company’s Common Stock, par value \$0.0001 per share.
 - (f) “**Control**” means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (the terms “**Controlled by**” and “**under common Control with**” shall have correlative meanings).
 - (g) “**Disability**” means a condition rendering the Optionee Disabled.
 - (h) “**Disabled**” has the meaning as set forth in Section 22(e)(3) of the Code.
 - (i) “**Exercise Price**” means \$[] per share.
 - (j) “**Person**” means an individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.
 - (k) “**Plan**” means the Company’s 2008 Equity Incentive Plan, as such Plan may be amended from time to time.

ARTICLE II Option

Section 2.1. Option; Vesting Schedule. Subject to the acceleration provisions set forth in Section 2.3 below, the Optionee shall have the right, but not the obligation, to purchase from the Company (to the extent not previously purchased), and the Company shall have the obligation to sell to the Optionee, at a per Share price equal to the Exercise Price, at any time prior to the earlier of the expiration of such right pursuant to Section 2.2 and the termination of such right pursuant to Section 2.3, up to the number of Shares which constitute Vested Shares as of the date of exercise effected in accordance with Sections 2.4 and 2.5 (the “**Option**”). The Shares shall vest as follows:

- (a) a total of 1/12th of the Shares shall vest on June 3, 2011 (the “**First Vesting Date**”, which corresponds with the three (3) month anniversary of the Effective Date), provided that the Optionee continues to provide the Services to the Company or its Affiliates from the Effective Date through the First Vesting Date; and

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- (b) an additional 1/12th of the Shares shall vest on the 3rd day of each subsequent third full calendar month following the First Vesting Date (each, a “**Subsequent Vesting Date**”), provided that the Optionee continues to provide the Services to the Company or its Affiliates from the Effective Date through such Subsequent Vesting Date, until the Option is fully vested on March 3, 2014.

All Shares that have vested in accordance with the foregoing schedule shall be referred to as “**Vested Shares**”. All Shares that have not yet vested in accordance with the foregoing schedule shall be referred to as “**Unvested Shares**”. The Option may only be exercised at any time as to a whole number of Vested Shares.

Any full or partial exercise of the Option set forth in this Section 2.1 shall be made in accordance with the terms of Section 2.4.

Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made by the Company to the number of Shares, the number of Vested Shares and Unvested Shares and the Exercise Price in order to prevent the dilution or enlargement of rights and benefits hereunder. In no event shall any such adjustments be made in connection with the conversion of one or more outstanding shares of the Company's preferred stock into shares of Common Stock or in connection with the cashless exercise of stock options or warrants.

Section 2.2. Expiration Date. The Option set forth in this Article II shall expire on the day immediately preceding the ten (10) year anniversary of the Effective Date (the "**Expiration Date**"). The Option is subject to earlier termination as provided in this Agreement.

Section 2.3. Effect of Termination of Service; Acceleration upon a Change in Control

(a) In the event that the Services are no longer being provided to the Company or any of its Affiliates:

(i) for any reason other than a termination for Disability, death or Cause, then the Option shall be exercisable for the number of Shares which were Vested Shares on the last day that the Services were provided to the Company (the "**Cessation Date**") or on such accelerated basis as the Board may determine, and, subject to Section 2.3(b), shall remain exercisable until the Expiration Date. Notwithstanding anything to the contrary set forth in this Agreement, to the extent that, at any time, the Optionee is, for any reason other than Disability, death or Cause, no longer providing, or is unable or unwilling to provide, the Services to the Company or any of its Affiliates, the Company may, in its sole discretion, deem that the Services have been terminated and the provisions of this Section 2.3(a)(i) shall apply;

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(ii) due to the Disability of the Optionee, then the Option shall be exercisable for the number of Shares which were Vested Shares on the date that the Optionee ceases providing the Services (the "**Disability Cessation Date**") or on such accelerated basis as the Board may determine, and, subject to Section 2.3(b), shall remain exercisable until the Expiration Date;

(iii) due to the death of the Optionee, then the Option shall be exercisable for the number of Shares which were Vested Shares on the date of the Optionee's death or on such accelerated basis as the Board may determine, and, subject to Section 2.3(b), shall remain exercisable until the Expiration Date; or

(iv) due to a termination for Cause, then (i) the Option will be immediately and automatically forfeited as of the date of such termination, (ii) in connection therewith the Option shall not be exercisable for any Vested Shares as of the date of such termination or thereafter and (iii) in the event that the Optionee has exercised the Option but the Company has not yet delivered share certificates with respect to such exercise as of the date of such termination, the Shares to be covered by such share certificates will be immediately and automatically forfeited and the Company will refund to the Optionee the Applicable Exercise Price (as defined in Section 2.4 hereof) paid by the Optionee for such forfeited Shares.

(b) In the event of a Change in Control:

(i) 100% of the Shares subject to this Option that are not yet vested as of such Change in Control shall become vested and exercisable as of such Change in Control; provided that, the Company's first underwritten public offering of its Common Stock under the Securities Act of 1933, as amended (its "**IPO**"), shall not, under any circumstances, be considered a "Change in Control" and none of the Shares subject to this Option shall be accelerated, in any manner whatsoever, as a result of, or in connection with, the IPO; and

(ii) the Company may, with respect to the Option, take any action permitted under the Plan that the Company is permitted to take with respect to option grants awarded by the Company under the Plan, provided that (A) no such action shall be inconsistent with Section 2.3(b)(i) and (B) unless consented to in writing by the Optionee, such action shall not include causing or permitting the assumption of the Option by the surviving entity in any such Change in Control or causing or permitting the cancellation of the Option in exchange for a substitute option.

Section 2.4. Method of Exercise. The Option may be exercised by the Optionee by the delivery to the Company of a written notice of exercise (the "**Exercise Notice**") specifying: (a) that the Option is being irrevocably exercised; (b) the number of Vested Shares being purchased by the Optionee with respect to such exercise; and (c) the aggregate purchase price payable to Company with respect to the Vested Shares being exercised (the "**Applicable Exercise Price**"). The effectiveness of the Exercise Notice and the underlying exercise of the Option shall be subject to the Optionee's adherence to the conditions in Section 2.6 below and such other applicable provisions of this Agreement. The Exercise Notice shall not be effective unless the Optionee delivers, along with such Exercise Notice, the following payment amounts to

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the Company: (A) an amount equal to the Applicable Exercise Price and (B) an amount equal to any and all taxes and similar withholding amounts that the Company determines are applicable with respect to such exercise (the "**Tax Amount**"). The foregoing amounts shall be paid by the Optionee to the Company by certified check or by wire transfer of immediately available funds. No Shares will be issued upon exercise of the Option until full payment of the Applicable Exercise Price and Tax Amount has been made.

Section 2.5. Closings. Upon receipt of the Applicable Exercise Price and Tax Amount, the Company shall deliver to the Optionee a certificate representing the number of Shares purchased by the Optionee on the applicable Closing Date (as defined below). The closing of the purchase and sale of the Shares pursuant to this Article II shall take place in one or more closings (each, a "**Closing**") on the date (each, a "**Closing Date**") which is ten (10) days after the delivery of an Exercise Notice to the Company, or such other date as may be agreed to by the Optionee and the Company.

Section 2.6. Stockholder Agreements. Notwithstanding the foregoing, the Optionee's exercise of the Option (whether in full or in part) shall, with respect to the Shares to be purchased by the Optionee, be, at the Company's discretion, conditioned upon the Optionee's execution of (a) any stockholder agreements or similar agreements then in effect among the Company and its stockholders regarding the rights and obligations of the Company's stockholders, restrictions on transfer of shares of capital stock of the Company, voting of shares of capital stock of the Company, and/or any other similar rights and obligations and (b) any other agreement as the Board may require. The Optionee acknowledges and agrees that such agreements may include terms and conditions that provide the Company and/or other stockholders of the Company with (i) a right of first or secondary refusal with respect to Shares purchased by the Optionee pursuant to the Option, (ii) a right of the Company to repurchase Shares purchased by the Optionee pursuant to the Option (including the right to repurchase Shares at a price equal to the lesser of the then fair market value (as determined in good faith by the Company) of such Shares or the Applicable Exercise Price paid for such Shares if Optionee engages in conduct that constitutes Cause or violates any of the agreements referenced above), (iii) "drag-along" rights in favor of the stockholders owning a majority of capital stock of the Company, (iv) "market standoff" or "lock-up" conditions, and (v) such other terms and conditions as the Board and/or the Company may require.

ARTICLE III
Optionee Representations and Warranties

Section 3.1. Representations and Warranties. The Optionee hereby represents and warrants to the Company as follows and shall confirm such representations and warranties in connection with each Closing:

(a) The Optionee acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or an exemption from such registration is available. The Optionee is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions. The

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Optionee agrees that the Optionee will sell, transfer, or otherwise dispose of the Shares only in compliance with then applicable federal and state securities laws. The Optionee understands that there is no established market for the Shares, that no such market may ever develop, and that the Company is not under any obligation to register any of the Shares.

(b) None of the following has been represented, guaranteed or warranted, either expressly or by implication, to the Optionee, by the Company, its directors, officers, agents, attorneys, employees, or by any other person: (i) the length of time that the Optionee will be required to hold his investment in the Shares; (ii) that any gain or profit will be realized as a result of an investment in the Shares; or (iii) that the past performance or experience of the Company, its management or any of its affiliates, or of any other person, will in any way be indicative of the future results of the ownership of the Shares.

(c) This investment is being made for the account of the Optionee, for investment by the Optionee and not with a view to distribution or resale. The Optionee’s financial commitment to all investments is reasonable in relationship to the Optionee’s net worth. The Optionee has made an independent examination of an investment in the Shares and has such knowledge and experience in financial and business matters that the Optionee is capable of evaluating the scope and type of information needed to make such a determination and the merits and risks of such an investment and to the extent appropriate, consulted a legal, tax, or business advisor. The Optionee does not require a purchaser representative to assist or advise the Optionee in connection with evaluating the risks and merits of the prospective investment.

(d) THE OPTIONEE IS FULLY ABLE TO BEAR THE ECONOMIC RISK OF THIS INVESTMENT. AN INVESTMENT IN THE SHARES IS SUITABLE FOR THE OPTIONEE IN LIGHT OF THE OPTIONEE’S FINANCIAL POSITION AND INVESTMENT OBJECTIVES, WITH FULL KNOWLEDGE THAT THIS INVESTMENT COULD RESULT IN A COMPLETE AND TOTAL LOSS. THE OPTIONEE RECOGNIZES THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK AND IS A HIGHLY SPECULATIVE INVESTMENT, WHICH COULD RESULT IN A LOSS OF ALL OR PART OF THE OPTIONEE’S INVESTMENT. THERE IS NO ASSURANCE THAT ANY RETURN WILL BE RECEIVED ON THE OPTIONEE’S INVESTMENT. THE OPTIONEE CAN AFFORD A TOTAL LOSS OF THIS INVESTMENT AND DOES NOT REQUIRE, AND DOES NOT ANTICIPATE RECEIVING, ANY CASH FLOW FROM THIS INVESTMENT, NOW OR IN THE FUTURE.

(e) The Optionee is a “United States Person” for purpose of the United States Internal Revenue Code. The address set forth below is the true and correct residence of the Optionee and the Optionee has no present intention of moving the Optionee’s residence to any other state or jurisdiction.

(f) The Optionee is an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act and agrees that the Optionee shall submit such further assurances of such status as may be reasonably requested by the Company.

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(g) The Optionee hereby agrees that the Optionee will not, without the prior written consent of the Company or its managing underwriter, during the period commencing on the date of a final prospectus relating to the first public offering by the Company of its Common Stock pursuant to an offering registered under the Securities Act (the “**IPO**”) and ending on the date specified by the Company and the managing underwriter (such period not to exceed 180 days plus such additional period of up to 35 additional days as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions, including but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto): (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of the Company’s capital stock (the “**Capital Stock**”) held immediately prior to the effectiveness of the registration statement for an IPO or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this [Section 3.1\(g\)](#) shall apply only to an IPO and shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. The underwriters in connection with such registration are intended third party beneficiaries of this [Section 3.1\(g\)](#) and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. The Optionee further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this [Section 3.1\(g\)](#) or that are necessary to give further effect thereto.

(h) It is understood that the certificates evidencing the Shares purchased by the Optionee pursuant to the Option shall bear the legends contained on shares of the Company’s Common Stock immediately prior to the Optionee’s purchase thereof and such other legends as the Company reasonably requires.

ARTICLE IV Company Representations and Warranties

Section 4.1. Representations and Warranties of the Company. The Company hereby represents and warrants to the Optionee that the Shares, when and if sold pursuant to the Option, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under any Company agreements and applicable state and federal securities laws.

ARTICLE V Miscellaneous

Section 5.1 No Third-Party Beneficiaries. Except as otherwise provided in [Section 3.1\(g\)](#), this Agreement will not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

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Section 5.2 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreements relating to the subject matter hereof existing between the parties on or prior to the date hereof are expressly canceled.

Section 5.3 Succession and Assignment; Transfer. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations without the prior written approval of the other party, which approval shall not be unreasonably withheld. The Optionee may not transfer the Option to any individual or entity without the prior written approval of

the Company. The Company may, for any reason whatsoever, withhold its approval for any such proposed transfer.

Section 5.4 Tax Consultation. The Optionee understands that the Optionee may suffer adverse tax consequences as a result of the Optionee's receipt of the Option and/or the Optionee's purchase or disposition of the Shares. The Optionee represents that the Optionee has consulted with any tax consultants the Optionee deems advisable in connection with the receipt of the Option and/or the purchase or disposition of the Shares and that the Optionee is not relying on the Company for any tax advice.

Section 5.5 No Guarantee of Future Working Relationship. The Optionee acknowledges and agrees that neither this Agreement nor the transactions contemplated hereunder constitute an express or implied promise by the Company to the Optionee that the Optionee, whether now or in the future, will have any working relationship with the Company, whether as an advisor, consultant, contractor, board member or otherwise, except as provided in the Advisor Letter Agreement.

Section 5.6 Non-Transferability of Option. Unless otherwise consented to in advance in writing by the Board, the Option (or any other rights under this Agreement) may not be transferred in any manner and may be exercised only by the Optionee. The terms of this Agreement shall be binding upon the successors and assigns of the Optionee.

Section 5.7 Options Not Issued under 2008 Equity Compensation Plan. The parties acknowledge and agree that, although certain terms of this Option reference terms of the Plan, the Option is not being issued (i) under, pursuant to, or in accordance with, and is not related in any manner whatsoever to, the Plan, or any other similar option or equity plan of the Company, or (ii) out of the shares of Common Stock reserved for issuance under the Plan. The Optionee acknowledges having received and reviewed the Plan for the purpose of understanding those terms of the Plan referenced herein.

Section 5.8 Governing Law. This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

Section 5.9 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other

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communication hereunder will be deemed duly given to the intended recipient as set forth below (a) three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, (b) one (1) business day after it is sent by Federal Express or similar reputable overnight courier service, or (c) upon transmission if sent via facsimile, provided electronic confirmation of receipt is received and a hard copy of such notice is subsequently sent via one of the methods described in subparagraph (a) or (b):

If to the Company:

Yext, Inc.
75th Ninth Avenue, 7th Floor
New York, NY 10011
Fax: (646) 224-8150
Attn: Howard Lerman

with a copy to (which itself will not constitute notice):

Edward M. Zimmerman, Esq.
Lowenstein Sandler PC
65 Roseland Avenue
Roseland, NJ 07068
Tel: (973) 597-2500
Fax: (973) 597-2400

If to the Optionee:

Michael Walrath
151 Royston Lane
Oyster Bay Cove, NY 11771

Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner set forth above.

Section 5.10 Severability. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

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Section 5.11 Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.12 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the same be made in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 5.13 Counterparts: Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OPTIONEE

/s/ Michael Walrath
Michael Walrath

COMPANY:

YEXT, INC.

By: /s/ Alok Bhushan
Name: Alok Bhushan
Title: CFO

[Signature Page to Michael Walrath Stock Option Agreement]

OPINION OF WILSON SONSINI GOODRICH & ROSATI
PROFESSIONAL CORPORATION

April 12, 2017

Yext, Inc.
1 Madison Ave, 5th Floor
New York, NY 10010

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "**Registration Statement**") to be filed by Yext, Inc., a Delaware corporation, with the Securities and Exchange Commission on or about the date hereof, relating to the registration under the Securities Act of 1933, as amended, of (i) 20,708,810 shares of Common Stock, par value \$0.001 per share ("**Common Stock**"), reserved for issuance pursuant to the Company's 2008 Equity Incentive Plan, (ii) 10,596,139 shares of Common Stock reserved for issuance pursuant to the Company's 2016 Equity Incentive Plan, (iii) 1,500,000 shares of Common Stock reserved for issuance pursuant to the Company's 2017 Employee Stock Purchase Plan, (iv) 172,472 shares of Common Stock reserved for issuance pursuant to the Stock Option Agreement with JJ Direct, LLC, (v) 25,000 shares of Common Stock reserved for issuance pursuant to the Stock Option Agreement with SV Angel II-Q, L.P. and (vi) 1,213,518 shares of Common Stock reserved for issuance pursuant to the Stock Option Agreements with Michael Walrath (which plans are referred to herein as the "**Plans**" and which shares of Common Stock are referred to herein as the "**Shares**").

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when issued and sold in the manner referred to in the Plans and pursuant to the agreements that accompany the Plans, will be validly issued, fully paid, and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto.

Very truly yours,

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2008 Equity Incentive Plan, 2016 Equity Incentive Plan, the 2017 Employee Stock Purchase Plan of Yext, Inc. and the Stock Option Agreements with JJ Direct, LLC, SV Angel II-Q, L.P. and Michael Walrath of our report dated March 17, 2017, with respect to the consolidated financial statements of Yext, Inc. as of January 31, 2017 and 2016 and for each of the three years in the period ended January 31, 2017 included in its Registration Statement on Form S-1, as amended (File No. 333-216642) and related Prospectus filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP
New York, NY

April 12, 2017
