

## Schedule C - Anchore Professional Services

Version: 20200123

### 1. Service Description

- 1.1. Anchore may provide services as specified in an Order Schedule or as part of Statement of Work in Appendix A to this Schedule. Unless otherwise specified in the Order Schedule or Statement of Work:
  - 1.1.1. where a number of days is specified, each partial day will count as a full day, and any single day that lasts more than 10 hours will count as two days;
  - 1.1.2. in addition to the Services fee identified in an Order Schedule, Customer shall reimburse Anchore for out-of-pocket travel, hotel and meal expenses reasonably incurred during the execution of Services by Anchore (and Anchore will follow Customer's applicable written expense reimbursement policies and guidelines provided to Anchore in advance);
  - 1.1.3. the right to Services described in any Order Schedule or these Service Terms will expire in accordance with the time period specified therein or 365 days after the Effective Date of the applicable Order Schedule, whichever is earlier.
- 1.2. Customer may reschedule a service delivery appointment up to five days prior to the appointment without additional charge. Customer will be responsible for 50% of the value of any services rescheduled on less than five days notice (for prepaid services, 50% of the value of the services will be forfeit; and, for services invoiced upon delivery, 50% of the services will be considered delivered and will be invoiced).
- 1.3. Anchore provides all consulting services at the daily rate specified in the applicable Order Schedule. If no rate is stated in the Order Schedule, the base rate per day for additional Services shall be the standard then-current rate charged by Anchore. Unless otherwise specified in an Order Schedule, Anchore shall have no obligation to deliver Services during US Thanksgiving weekend, or on other generally-observed holidays in the location of service delivery.

### 2. General Service Terms

- 2.1. Customer Responsibilities. In connection with the Services, Customer shall:
  - 2.1.1. provide Anchore with reasonable access to Customer's sites and facilities during its normal business hours and as otherwise reasonably required to perform the Services;
  - 2.1.2. provide a safe and secure working environment for Anchore personnel;
  - 2.1.3. perform Customer's agreed duties and tasks, and such other duties and tasks as may be reasonably required to permit Anchore to perform the Services;

- 2.1.4. not copy, record, or transcribe any Anchore training materials without written authorization from Anchore. Customer will also make available to Anchore any data, information and any other materials reasonably required by Anchore to perform the Services, including, but not limited to, any data, information or materials specifically identified in the applicable ordering document (collectively, "Customer Materials"). Customer will be responsible for ensuring that all such Customer Materials are accurate and complete. Anchore will comply with all reasonable workplace safety and security standards and policies, applicable to Customer's employees, of which Anchore is notified in writing by Customer in advance.
- 2.2. Materials. As between Customer and Anchore, Customer will exclusively own all rights, title and interest in and to the Customer Materials, including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights therein. Anchore acknowledges and agrees that Customer Materials constitute Customer's Confidential Information. Subject to Customer's rights in the Customer Materials, Anchore will exclusively own all rights, title and interest in and to any software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Anchore or its personnel in connection with performing the Services (collectively "Anchore Materials"), including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights therein. Customer will have no rights in any Anchore Materials except as expressly set forth in this Agreement. Anchore grants Customer a perpetual, fully-paid up, nonexclusive license to use, for Customer's internal business purposes, any Anchore Materials or work product (excluding the Software and Education Courseware) delivered to Customer as part of the Services. Nothing in this Agreement will be deemed to restrict or limit Anchore's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party; provided that Anchore complies with its obligations with respect to Customer's Confidential Information.
- 2.3. Disclaimer. Notwithstanding any other provisions, the Services shall not include any application or code development. Further, while Anchore will make the appropriate recommendations with the information then-available, Anchore cannot make any performance guarantees. Anchore cannot guarantee that all of the recommendations can be completed during the time allotted but will complete as many of the recommendations as time permits. Anchore will provide a separate proposal for any additional time required to complete the outstanding tasks.
- 2.4. Non-Solicitation. During the term in which Services are being provided, Customer shall not directly or indirectly recruit, solicit, or assist in the recruiting or soliciting for employment (including as a consultant) any technical or professional employees or contractors of Anchore personally involved in the Services within the preceding six months. This provision shall not prohibit the placement of mass media advertisements, utilization of non-targeted third party recruiting efforts, or conduct of job fairs for the purpose of recruiting employees generally. This provision also shall not prohibit the hiring of any person in the absence of solicitation in violation of this paragraph; provided, however that if Customer hires any employee or contractor described in the first sentence of this

paragraph, then Customer shall pay a hiring fee of \$100,000 to compensate Anchore for, among other things, the cost of sourcing and training a replacement.

- 2.5. Amendments. Except as expressly provided herein, no modification of these Service Terms will be effective unless contained in writing and signed by an authorized representative of each party. From time to time, Anchore may amend these Service Terms in its sole discretion. Anchore will post the amended terms on the Anchore website at [www.Anchore.com/service-terms](http://www.Anchore.com/service-terms). Anchore will also update the "Last Updated Date" at the top of these Service Terms. By continuing to access or use the Services after Anchore has provided Customer with such notice of a change, Customer is indicating that it agrees to be bound by the modified Support Policy. If the changes have a material adverse impact on and are not acceptable to Customer, then Customer must notify Anchore within 30 days of the applicable Last Updated Date. If Anchore cannot accommodate Customer's objection, then the prior Service Terms shall govern until the earlier of completion or expiration of the Services purchased by Customer. If Customer purchases additional Services, then such Services will be governed by the then-current Service Terms.. No term or condition contained in Customer's purchase order or similar document will apply unless specifically agreed to by Anchore in writing, even if Anchore has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by Anchore.

## Appendix A – Statement of Work

[To be created with details for the applicable engagement.]