



Schedule C - Anchore Professional Services

Version: 20211231

This Schedule C - Anchore Professional Services ("Schedule C") shall constitute a "Schedule", as defined in that certain Master Software License and Services Agreement (and all related Schedules thereto) by and between Anchore, Inc. and the entity or individual identified as "Customer" in the applicable Order Form (collectively, "Master Agreement"), all the terms and conditions of which hereby are incorporated by reference in this Schedule C. All capitalized terms used but not defined in this Schedule C shall have the respective meanings ascribed to such terms in the Master Agreement, other applicable Schedules, or applicable Order Form, as the case may be.

1. Service Description

- 1.1. Anchore may provide Professional Services as specified in an Order Form or as part of an SOW as set forth in Appendix A to this Schedule C ("Statement of Work"), as the case may be. Unless otherwise specified in the applicable Order Form or Statement of Work:
 - 1.1.1. where a number of hours is specified, each partial hour will count as a full hour, and any single hour that lasts more than 1.25 hours will count as two hours;
 - 1.1.2. in addition to the Professional Services Fees identified in the applicable Order Form or Statement of Work, Anchore will invoice Customer for out-of-pocket travel, hotel and meal expenses reasonably incurred during the execution of Professional Services by Anchore (and Anchore will follow Customer's applicable written expense reimbursement policies and guidelines provided to Anchore in advance); and
 - 1.1.3. the right to receive Professional Services described in any Order Form Statement of Work, or this Schedule C, as the case may be, will expire in accordance with the time period specified therein or 365 days after the Effective Date of the applicable Order Form, whichever is earlier.
- 1.2. Customer may reschedule a Professional Services delivery appointment up to five (5) days prior to the appointment without additional charge. However, for appointments rescheduled on less than five (5) days' notice, Customer will be responsible for paying, and Anchore may invoice Customer for, fifty percent (50%) of the value of any Professional Services rescheduled. (For prepaid Professional Services, the prepaid value thereof will be reduced by fifty percent (50%) of the value of the Professional Services; and, for Professional Services invoiced upon delivery, 50% of the value of such Professional Services will be considered delivered and will be invoiced by Anchore to Customer).
- 1.3. Anchore provides all Professional Services at the daily rate specified in the applicable Order Form or Statement of Work, as the case may be. If no rate is stated in the applicable Order Form or Statement of Work, the base rate per day

for additional Professional Services shall be the standard then-current rate charged by Anchore. Unless otherwise specified in the applicable Order Form, Anchore shall have no obligation to deliver Professional Services during US Thanksgiving weekend, or on other generally-observed holidays in the location of Professional Services delivery.

2. General Service Terms

- 2.1. Customer Responsibilities. In connection with the Professional 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 by Anchore to perform the Professional Services; Anchore personnel must comply with any Customer security or clearance requirements.
 - 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 Professional Services;
 - 2.1.4. not copy, record, or transcribe any Anchore training materials ("Education Courseware") 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 Professional Services, including, but not limited to, any data, information or materials specifically identified in the applicable Order Form (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 a reasonable time in advance of Anchore's performance of the applicable Professional Services.
- 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, including without limitation all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights therein (collectively, "Anchore Materials"). Customer will have no rights in any Anchore Materials except as expressly set forth in this Schedule C or the applicable Statement of Work. Anchore grants Customer a perpetual, fully-paid up, nonexclusive license to use, for Customer's internal business purposes, any Anchore Materials (excluding the Software, Products, and Education Courseware) delivered to Customer as part of the Professional Services. Nothing in this Schedule C will be deemed to restrict or limit Anchore's right to perform any services similar to the Professional Services provided to Customer hereunder for any other party or to assign any employees or subcontractors to perform and such similar services for any other party;

provided, however, that Anchore complies with its obligations hereunder with respect to Customer's Confidential Information.

- 2.3. Disclaimer. Notwithstanding any other provisions of this Schedule C, the Master Agreement or any other Schedules thereto, or any Order Form the Professional Services provided hereunder shall not include any software application or code development. Further, while Anchore will make the appropriate recommendations with the information then-available, Anchore cannot and will not make any performance guarantees. Anchore cannot and will not guarantee that all of its 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 Professional Services are being provided hereunder, 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 Professional 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 employees or contractor described in the first sentence of this paragraph, then Customer promptly shall pay Anchore 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 this Schedule C will be effective unless contained in writing and signed by an authorized representative of each Party. 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 or similar document, and all such terms or conditions are otherwise hereby expressly rejected by Anchore.
- 2.5. A Customer-issued order is not considered accepted unless and until it is signed by Anchore.

Appendix A – Statement of Work

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