



ANCHORE MASTER SUBSCRIPTION AGREEMENT

This Anchore Master Subscription Agreement is entered into as of [REDACTED], 201[REDACTED] (“Effective Date”) between Anchore, Inc. (“Anchore”), with its principal place of business at 800 Presidio Ave., Suite B, Santa Barbara, CA 93101 and [REDACTED] (“Customer”), with its principal place of business at [REDACTED]. Capitalized terms have the meanings set forth in the sections in which they are used and in Section 11 below.

1. Usage Grant and Restrictions.

1.1 Usage Grant. Subject to the terms and conditions of this Agreement, Anchore grants to Customer, during the term of the applicable Subscription designated on the applicable Order Form, a limited, non-exclusive and nontransferable: (a) license to install and use the object code version of Products for its internal business purposes (“On-Premises Model”); or (b) right to access and use the object code version of the Products hosted by Anchore in a Software as a Service model for its internal business purposes (“Hosted Model”). Customer’s use of the Products shall be unlimited for the Term designated in the Order Form. During the term of each Subscription, Customer also has the right to internally use the Documentation.

1.2 Restrictions. Except as otherwise expressly permitted in this Agreement, Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products; (c) allow access or permit use of the Products by any third party except: (i) authorized third-party contractors solely to provide services to Customer for the On-Premises Model only; provided that Customer shall be liable for all acts and omissions of such authorized third-party contractors; and (ii) End Users for the Hosted Model only; provided that Customer shall ensure that it and its End Users comply with the Terms of Service which is incorporated herein by reference; (d) with respect to the On-Premises Model only, circumvent the license keys embedded within the Products; (e) modify or create derivative works based upon the Products or Documentation; (f) disclose the results of any benchmark test of the Products to any

third party; or (g) change any proprietary rights notices which appear in the Products or Documentation.

1.3 Copies. Customer may make up to two copies of the Products under the On-Premises Model for backup and/or archival purposes.

1.4 Open Source Software. The Products may include individual open source software components, each of which has its own copyright and its own applicable license conditions. These open source software components are licensed to Customer under the terms of the applicable open source license conditions and/or copyright notices that can be found in the licenses file, the Documentation or other materials accompanying the Products.

2. Fees and Payment. Customer agrees to pay Anchore the Fees as stated on the applicable Order Form. Customer will pay directly any taxes arising out of this Agreement or Anchore’s performance under this Agreement, but excluding taxes on Anchore’s net income. If any applicable law requires Customer to withhold amounts from any payments to Anchore under this Agreement, (a) Customer shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Anchore with tax receipts evidencing the payments of such amounts and (b) the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Anchore receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Anchore would have received and retained absent the required deduction or withholding. Unless set forth in the applicable Order Form, Fees shall be: (i) invoiced in full upon the effective date of the applicable Order Form, (ii) paid in US dollars, and (iii) paid within thirty (30) days of the date of the invoice. Payments are nonrefundable and shall be made without right of set-off or chargeback. If Customer does not pay

the invoices when due, Anchore may charge interest at one percent (1%) per month on the unpaid balance. If Customer fails to pay Fees in accordance with this Section, Anchore may suspend fulfilling its obligations under this Agreement until such payment is received by Anchore.

3. Support Services. Anchore shall provide Support Services for the Products during the Subscription term as designated on the applicable Order Form.

4. Ownership. Notwithstanding anything to the contrary, except for the limited license rights expressly provided in this Agreement, Anchore has and will retain all rights, title and interest in and to the Products, Updates and Documentation (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to the Products and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.

5. Warranties.

5.1 Products. Anchore warrants to Customer only that, for a period of thirty (30) days following the date the Products are initially licensed by Customer with respect to the On-Premises Model, or the date that the Products may first be accessed by Customer with respect to the Hosted Model ("Warranty Period"), the Products shall substantially conform to the description contained in the applicable Documentation. If during the Warranty Period the Products do not substantially conform to the description contained in the applicable Documentation, Anchore shall perform the Support Services.

5.2 Support Services. Anchore warrants to Customer only that the Support Services shall be performed in a workmanlike manner and shall conform to standards of the industry. If the Support Services are not performed as set forth above, Anchore shall re-perform the applicable Support Services.

5.3 The remedies in Section 5.1 and 5.2 are Customer's sole and exclusive remedies for breach of warranty and Anchore's sole and exclusive liability for breach of warranty.

5.4 The warranties in Sections 5.1 and 5.2 are made to and for the benefit of Customer only. The warranties shall apply only if: (i) the Products have been properly installed and used at all times in accordance with the instructions in the applicable Documentation; (ii) no modification, alteration or addition has been

made to the Products; and (iii) Anchore receives written notification of the breach, in the case of the warranty in Section 5.1, within the Warranty Period, and in the case of the warranty in Section 5.2, within ten (10) days following the performance of the relevant Support Services.

5.5 Disclaimer. EXCEPT FOR THE WARRANTIES IN THIS SECTION 5, THE PRODUCTS, SUPPORT SERVICES AND DOCUMENTATION ARE PROVIDED "AS-IS" AND ANCHORE AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ANCHORE AND ITS LICENSORS DO NOT WARRANT THAT: (A) THE PRODUCTS WILL FUNCTION UNINTERRUPTED, OR BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY ERRORS OR DEFECTS IN THE PRODUCTS WILL BE CORRECTED; (C) THE PRODUCTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE PRODUCTS WILL MEET CUSTOMER'S OR ITS END USERS' (IF APPLICABLE) REQUIREMENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE PRODUCTS, SUPPORT SERVICES AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE: (I) IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS NUCLEAR OR CHEMICAL FACILITIES, AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION, LIFE SUPPORT SYSTEMS, IMPLANTABLE MEDICAL EQUIPMENT, MOTOR VEHICLES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE PRODUCTS, SUPPORT SERVICES OR DOCUMENTATION COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, OR (II) WITH ANY INFORMATION, DATA OR TECHNOLOGY GOVERNED BY THE

INTERNATIONAL TRAFFIC IN ARMS REGULATIONS.

6. Audit. With respect to On-Premises Subscriptions only, during the Term and for one (1) year following termination or expiration (but no more than once in a calendar year), Anchore and its auditors may inspect Customer's records relating to its reproduction and use of the Products for the purposes of verifying Customer's compliance with this Agreement. Customer shall cooperate fully with Anchore and its auditors in conducting audits and provide reasonable assistance. If an underpayment is discovered, Customer shall promptly pay such amount. If an underpayment of more than ten percent (10%) for the period audited is discovered, Customer shall promptly reimburse Anchore for the cost of the audit.

7. Limitation of Liability. IN NO EVENT WILL ANCHORE OR ITS SUPPLIERS BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED. IN NO EVENT WILL ANCHORE'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID TO ANCHORE BY CUSTOMER UNDER THE MOST APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. IN NO EVENT WILL ANCHORE'S SUPPLIERS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 7 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER, ANCHORE AND ANCHORE'S SUPPLIERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8. Term and Termination.

8.1 This Agreement shall commence on the Effective Date and continue until terminated as set forth in this Agreement ("Term"). Either party may terminate this Agreement in the event that the other party breaches this Agreement and does not cure such breach within thirty (30) days of written notice. In addition, upon notice to Customer Anchore may convert a Hosted Subscription to an On-Premises Subscription if Anchore's relationship with its third party partner who provides software or other technology Anchore uses to provide the Hosted Subscription expires, terminates or

requires Anchore to change the way it provides the software or other technology as part of the Hosted Subscription. Each Subscription shall begin on the date Customer purchases the Subscription by entering into an applicable Order Form and shall continue during the time Customer has paid the initial Subscription Fees ("Initial Term"), unless terminated earlier in accordance with this Section 8.1. Subscriptions shall automatically renew at Anchore's then-current rates for additional terms of one (1) year each (each a "Renewal Term") unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The applicable rights granted in Section 1 of this Agreement automatically terminate upon the termination of the underlying Subscription. Upon the expiration or termination of the underlying Subscription or this Agreement, Customer must de-install and destroy the Products (On-Premises Subscriptions only), all Documentation and Confidential Information and certify such de-installation and destruction in writing to Anchore.

8.2 Sections 1.2, 4-11 shall survive the expiration or termination of this Agreement.

9. Confidentiality. For a period of five (5) years from the date of disclosure of the applicable Confidential Information, the Receiving Party shall (i) hold the Confidential Information of the Disclosing Party in trust and confidence and avoid the disclosure or release of such Confidential Information to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the Disclosing Party for any purpose whatsoever except as expressly contemplated under this Agreement; provided that, to the extent the Confidential Information constitutes a trade secret under law, the Receiving Party agrees to protect such information for so long as it qualifies as a trade secret under applicable law. The Receiving Party shall disclose the Confidential Information of the Disclosing Party only to those of its employees and contractors having a need to know such Confidential Information and shall be liable for all violations of this Section 9 by its employees and contractors. The obligations under this Section shall not apply to information that the Disclosing Party can demonstrate (a) was in its possession at the time of disclosure and without restriction as to confidentiality, (b) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Receiving Party, (c) has been received from a

third party without restriction on disclosure and without breach of this Agreement by the Receiving Party, or (d) is independently developed by the Receiving Party without regard to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party gives the Disclosing Party reasonable written notice if legally permitted to do so. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Anchore, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Subscriptions provided under this Agreement.

10. General.

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement which is the provision and use of the Subscriptions as permitted under this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Purchase orders shall be for the sole purpose of defining quantities, prices and describing the Subscriptions to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter of this Agreement.

10.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

10.3 Waiver. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement.

10.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due).

10.5 No Third Party Beneficiaries. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Anchore and Customer and do not create any right in favor of any third party.

10.6 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of New York, without reference to the principles of conflicts of law. The provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any litigation related to this Agreement shall be brought in the state or federal courts located in New York, New York, and only in those courts and each party irrevocably waives any objections to such venue.

10.7 Notices. All notices must be in writing and shall be effective three (3) days after the date sent to the other party's headquarters, Attention Chief Financial Officer.

10.8 Government Regulation. Customer agrees to comply with all applicable laws and regulations with respect to its performance under this Agreement, including without limitation, all anti-corruption and export laws. The Products and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Products and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement.

11. Definitions.

"Confidential Information" means any and all information or proprietary materials (in every form and media) which should reasonably be considered confidential and which has been or is hereafter disclosed or made available by one party to the other party under this Agreement in connection with the transactions contemplated under this Agreement.

"Disclosing Party" means the party to this Agreement disclosing Confidential Information to the other party.

"Documentation" means the electronic user and administrative manuals provided with the Products.

"End User" means any individual or entity that directly or indirectly through another user uses the Products under Customer's account pursuant to a Hosted Subscription.

"Fees" mean the fees set forth in the applicable Order Form for Subscriptions.

"Hosted Subscription" means the right to use the Products under the Hosted Model during a designated term and Support Services for the Products during such term.

“On-Premises Subscription” means the right to use the Products under the On-Premises Model during a designated term and Support Services for the Products during such term.

“Order Form” is an order form entered into by Anchore and Customer for Subscriptions which incorporates this Agreement.

“Products” means the products provided by Anchore to Customer as listed on the applicable Order Form.

“Receiving Party” means the party to this Agreement receiving Confidential Information from the other party.

“Support Services” means the maintenance and support services for the Products as described at www.anchore.com/on-prem-support-services for Products provided under the On-Premises Model and at www.anchore.com/hosted-support-services for Products provided under the Hosted Model.

"Subscription" means either a Hosted Subscription or an On-Premises Subscription.

“Terms of Service” means the Enterprise Terms of Service set forth at www.anchore.com/terms-of-service-enterprise.

Intending to be legally bound, the parties have had this Agreement executed by their duly authorized representatives.

ANCHORE, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____