

Anchore Master Software License and Services Agreement

Version: 20210716 (GSA)

This Master Software License and Services Agreement (“Master Agreement”) is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (“MAS”) Contractor (Carahsoft Technology Corporation) acting on behalf of Anchore Inc., (“Company” or “Supplier”) with its principal place of business at 800 Presidio Avenue, Suite B, Santa Barbara, CA 93101, USA. This Master Agreement governs the Customer’s use of the Supplier software (the “Licensed Software”), Services and the Supplier documentation made available for use with such software. “You” or “Customer” or “Licensee” means the Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts” as defined in GSA Order OGP 4800.2I, as may be amended from time to time. All capitalized terms used but not defined in this Master Software License & Services Agreement shall have the respective meanings ascribed to such terms in the Schedules or applicable Order Form, as the case may be.

The Master Agreement applies to the following Anchore product and service offerings, as further set forth below (collectively, the “Products”):

- The Software, pursuant to a Subscription under either (i) Anchore Enterprise or (ii) Anchore Federal, as the case may be;
- Any related Support Services; and
- Any related Professional Services, Technical Account Manager Services, and/or Quickstart Services.

1. Definitions

Capitalized words not listed here will be defined within the Master Agreement.

1.1. “Anchore Enterprise” means the Anchore Software and any Support Services provided as part of the Subscription, all as described in more detail in Schedule A (defined below), which (i) Customer may access online at <http://anchore.com/legal/schedule-a> and (ii) hereby is incorporated by reference herein to the extent that the applicable Order Form for the applicable Subscription indicates that Customer ordered the Anchore Enterprise service.

1.2. “Anchore Federal” means the Anchore Software, proprietary Anchore policy bundles, and any Support Services provided as part of the Subscription, all as described in more detail

in Schedule A (defined below), which (i) Customer may access online at <http://anchore.com/legal/schedule-a> and (ii) hereby is attached hereto and incorporated by reference herein to the extent that the applicable Order Form for the applicable Subscription indicates that Customer ordered the Anchore Federal service.

1.3. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party where "control" means having more than fifty percent (50%) ownership or the right to direct the management of the entity.

1.4. "Anchore Partner" means an entity expressly authorized by Anchore in writing to resell Anchore Products under the terms and conditions of Anchore's Reseller Agreement.

1.5. "Beta Previews" means software, services, or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.

1.6. "Customer Modifications" means modifications to the open-source software components of the Software that Customer is expressly permitted to make under the applicable license for such open source software solely for the purpose of developing bug fixes, customizations, or additional features to any libraries licensed under such open source software licenses that may be included with or linked to by the Software.

1.7. "Documentation" means any manuals, documentation and other supporting materials related to the Software that Anchore provides or otherwise makes available to Customer. Documentation shall be considered part of the "Software" as defined herein.

1.8. "Enterprise Feed Service" means any content or data supplied by Anchore that (i) provides functionality for the Product and (ii) may be based on or derived from proprietary, licensed or publicly available sources.

1.9. "Feedback" means any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback on Anchore Products.

1.10. "Fees" means the fees and other amounts set forth in the applicable Order Form or applicable SOW in accordance with the GSA Schedule Pricelist. Customer will be invoiced for any of the following: Anchore Enterprise Service, Anchore Federal Service, Professional Services, Technical Account Manager Services, and any other Products or services that Customer requests and Anchore agrees to provide in the applicable Order Form and/or applicable SOW.

1.11. "License Key" is the data file used by the Software's access control mechanism that allows Customer to install, operate, and use the Software.

1.12. "License Effective Date" is the effective date of the applicable Order Form as stated therein.

1.13. "Order Form" means written or electronic documentation (including any and all applicable quotations) that the Parties use to order and provide the Products.

1.14. "Parties" means references to Anchore and Customer collectively. Each may be referred

to individually as a "Party."

1.15 "Professional Services" means services provided by Anchore to Customer in connection with the Products. Professional Services shall be described in more detail in individual SOWs.

1.16. "Release" means a Software release that Anchore makes generally available to its customers, along with any corresponding changes to Documentation, that contains enhancements, new features, or new functionality, generally indicated by a change in the digit to the right of the first decimal point (e.g., x.x.x to x.y.x) or to the left of the first decimal point (e.g., x.x.x to y.x.x).

1.17. "Schedule(s)" means any, some, or all, as applicable, of (i) Schedule A - Anchore Enterprise Service Description ("Schedule A"); (ii) Schedule C - Professional Services ("Schedule C"); (iii) Schedule D - Technical Account Manager ("Schedule D"); and (iv) Schedule E - Quickstart Services ("Schedule E").

1.18. "Anchore Software" or "Software" shall have the meaning ascribed thereto in Schedule A (Anchore Enterprise or Anchore Federal), as the case may be.

1.19. "SOW" means a mutually agreed upon statement of work executed by the Parties' respective duly authorized representatives and detailing any Professional Services that Customer requests from Anchore and Anchore is willing to provide or perform, any related Fees, each Party's related obligations, and any other terms and conditions mutually agreeable to the Parties.

1.20. "Subscription License" means the license granted to Customer in Article 2 (License Grant; Ownership) hereof to install, access and internally use the Software, and permit Users to access and use the Software, on Customer's behalf solely for Customer's lawful business purposes, and in no event shall such access and use exceed the total number of Stock Keeping Units ("SKUs") of Analyzers, Images, or Repositories, as the case may be, specified under the "SKU Description" column in the applicable Order Form.

1.21. "Subscription Term" shall comprise the Subscription Initial Term set forth in the applicable Order Form and any renewal(s) thereof agreed upon in writing by the Parties.

1.22. "Support Services" means the maintenance and support services for the Products as set forth in Section 4 (Support Services) of Schedule A.

1.23 "Technical Account Manager" means services provided to Customer by Anchore pursuant to and governed by the terms and conditions of this Master Agreement and those of Schedule D (defined above), which (i) Customer may access online at <http://anchore.com/legal/schedule-d> and (ii) hereby is attached hereto and incorporated by reference herein to the extent that the applicable Order Form for the applicable Subscription indicates that Customer ordered Technical Account Manager (TAM) Services.

1.24. "Update" means a Software release that Anchore makes generally available to all of its customers, along with any corresponding changes to Documentation, that contains error corrections or bug fixes, generally indicated by a change in the digit to the right of the second

decimal point (e.g., x.x.x to x.x.y). All Updates will constitute "Anchore Software" or "Software" for purposes of the Master Agreement.

1.25. "User" means a Customer Employee or Pre-Approved Third Party, whether a single person or machine account, that initiates the execution of the Software or interacts with or directs the Software in the performance of its functions.

1.26. "Quickstart Services" means services provided to Customer by Anchore pursuant to and governed by the terms and conditions of this Master Agreement and to the extent that the applicable Order Form for the applicable Subscription indicates that Customer ordered such Quickstart Services.

2. License Grant; Ownership

2.1. *Software License Grant.* Subject to the terms and conditions of the Master Agreement, Anchore grants to Customer, during the applicable Subscription Term, a limited, non-exclusive, non-transferable, and non-sublicensable license to install (only on computer services owned or otherwise operated and controlled by Customer) and use the compiled object code version of Products solely for Customer's lawful internal business purposes. Customer's use of the Products shall be further limited as per the SKU description on the applicable Order Form. During the applicable Subscription Term, Customer also has the right to internally use the Documentation for such Products in accordance with the Master Agreement and solely for Customer's lawful internal business purposes.

2.2. *License Restrictions.* Except as otherwise expressly permitted in the Master Agreement, Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other individual, entity, or third party: (a) sell, lease, license, distribute, disclose, provide access to, disseminate, sublicense or otherwise transfer, in whole or in part, any Products, Enterprise Feed Service or the Documentation to any third party; (b) incorporate any of the foregoing into any other product or service; (c) install, access, or use any of the foregoing other than as permitted hereunder; (d) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code or proprietary data or intellectual property from the Products or Enterprise Feed Service; (e) allow any third party other than Customer's employees or Pre-Approved Third Parties to access or use the Products or Enterprise Feed Service or Documentation; provided, however, that Customer shall be liable to Anchore for all acts and omissions of all such employees and Pre-Approved Third Parties, including without limitation any and all such acts and omissions, which, if performed or not performed, as the case may be, by Customer, would constitute a breach of or default under the Master Agreement by Customer; (f) circumvent or disable, or attempt to circumvent or disable, any of the License Keys embedded within the Products; (g) modify or alter, or create derivative works or compilations based upon, the Products, Enterprise Feed Service, or Documentation; (h) disclose the results of any benchmark test of the Products to any other individual or entity; (i) change, remove, obscure, or otherwise alter any proprietary rights notices which appear on or associated or in connection with the Products, Enterprise Feed Service, or Documentation; or (j) disable or bypass any measures that Anchore uses or may use to prevent or restrict access to or use of the Products or Enterprise Feed Service in excess of, or otherwise not in accordance with, any restrictions or limits on such access and/or use set

forth herein or in the applicable Order Form.

2.3. *Open Source Software.* Customer acknowledges and agrees that the Products may include individual open source software components, each of which, along with access thereto and use thereof, is and shall be subject to (i) the copyright and other rights of the respective owners thereof and (ii) the terms and conditions of the applicable open source license thereto. The foregoing open-source software components are licensed to Customer solely under and subject to the terms and conditions of the applicable open source license and all applicable notices of copyright, all of which can be found in the applicable licenses file for such component, the Documentation or other materials accompanying the Products, and Anchore shall have no obligations or liability to Customer or any other individual or entity in connection with any such components.

2.4 *Ownership.* Notwithstanding anything to the contrary herein, except for the limited license and right expressly granted to Customer in Section 2.1 (Software License Grant) of the Master Agreement and as between Anchore and Customer, Anchore owns and will own all right, title and interest in and to the Products, Updates, Enterprise Feed Service, Documentation, and Anchore Confidential Information (collectively, "Anchore Property") and all copies of the foregoing (including, without limitation, all inventions, computer software and related object and source code and all other works of authorship, and other intellectual property included or embodied therein and all patent, copyright, trademark, trade secret and other intellectual property rights therein and thereto) and all improvements, modifications, derivative works and compilations thereof and thereto. Customer acknowledges and agrees that (i) it is obtaining hereunder only the limited license and right expressly granted to Customer in Section 2.1 (Software License Grant) hereof and (ii) notwithstanding any use of the words "purchase," "sale," or like terms hereunder, no ownership or exclusive rights of any kind are being conveyed to Customer under the Master Agreement or otherwise. Notwithstanding anything to the contrary herein or in any Order Form or SOW, Customer acknowledges and agrees that Anchore and its Representatives shall own and be free to use and exploit their general skills, know-how, and expertise, and to use, disclose, and exploit any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of their activities under and in connection with this Master Agreement.

3 Reserved.

4. Support Services

Anchore shall provide Support Services for the Products during the applicable Subscription Term.

5. Audit; Verification

During the term, and for one (1) year following any termination or expiration, of the Master Agreement (but no more than once in a calendar year), Anchore and its auditors may inspect, and audit Customer's records relating to its reproduction and use of the Products for the purposes of verifying Customer's compliance with the Master Agreement. Customer shall cooperate fully with Anchore and its auditors in conducting such inspections and audits and provide reasonable assistance.

Any such audit shall be contingent upon adherence to End User's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive IT systems or facilities. Carahsoft, on behalf of Supplier, shall give End User notice of any Supplier requested audit. If End User's security requirements are not met, then upon Supplier's request, End User will run a self-assessment with tools provided by, and at the direction of, Supplier to verify End User's compliance with the terms of this Agreement. Customer will be invoiced for any access to and/or use of the Software in excess of that permitted in the applicable Order Form, effective from the date that such access and/or use first exceeded that permitted under such Order Form.

6. Limited Warranties

6.1. *Limited Software Warranties.* Anchore warrants that: (i) the unmodified Software, at the time such Software, or access thereto, as the case may be, initially is made available to Customer, will not contain or transmit any malware, viruses, or worms (otherwise known as malicious computer code or other technology specifically designed to disrupt, disable, or harm Customer's software, hardware, computer system, or network) and (ii) for ninety (90) days after the date on which such unmodified Software, or access thereto, as the case may be, initially is made available to Customer, such unmodified Software will substantially conform to its Documentation. Anchore does not warrant that Customer's use of the Software will be uninterrupted or that the operation of the Software will be error-free. The warranty in this Section 6.1 (Limited Software Warranties) will not apply if Customer modifies the Software or accesses or uses the Software in any way that is not expressly permitted by the Master Agreement and the Documentation. Anchore's only obligation, and Customer's only remedy, for any breach of the warranty in this Section 6.1 (Limited Software Warranties) will be, at Anchore's option and expense, to either (a) repair the Software; (b) replace the Software; or (c) terminate the Master Agreement with respect to the non-conforming Software, and refund to Customer on a pro rata basis the unused, prepaid Fees paid to Anchore by Customer for the defective Software during the then-current Subscription Term.

6.2. *General Warranty.* Each Party hereto represents and warrants to the other Party hereto that (i) such Party has, as of the Effective Date, and thereafter at all times during the term of the Master Agreement, shall maintain, the legal power and authority to enter into and continue to perform under the Master Agreement; (ii) such Party shall, and shall cause all the officers, directors, employees, agents, contractors, representatives, and other individuals and entities (collectively, "Representatives") acting on behalf of such Party in connection with the Master Agreement to, comply with all applicable laws, rules, and regulations in connection herewith; and (iii) the Master Agreement and each Order Form shall be executed on behalf of such Party only by one of its Representatives possessing all necessary authority to bind such Party in all respects to the terms and conditions of the Master Agreement and Order Form.

6.3. *Warranty Disclaimer.* THE LIMITED WARRANTIES DESCRIBED ABOVE IN THIS ARTICLE 6 (LIMITED WARRANTIES) ARE THE ONLY WARRANTIES ANCHORE MAKES WITH RESPECT TO THE PRODUCTS, SOFTWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, ANCHORE CONFIDENTIAL INFORMATION, AND OTHER ASPECTS OF THE MASTER AGREEMENT, AND, EXCEPT TO THE EXTENT OF SUCH WARRANTIES, ALL THE FOREGOING ARE PROVIDED "AS-

IS" AND "AS-AVAILABLE." ANCHORE DOES NOT MAKE ANY OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, AND HEREBY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT, NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY ANCHORE OR ANYONE ELSE WILL CREATE ANY WARRANTY OR CONDITION, EXCEPT TO THE EXTENT EXPRESSLY STATED IN THE MASTER AGREEMENT.

7. Indemnification

7.1 Anchore will indemnify, have the right to intervene to defend, and hold Customer and the Customer Indemnitees harmless from and against any Claims and Losses arising from allegations that Customer's use of the Anchore proprietary components of the Software in accordance with the Master Agreement and the applicable Order Form infringes a copyright, patent, or trademark, or misappropriates a trade secret, of any third party not affiliated with Customer. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If Anchore is unable to resolve any such Claim under commercially reasonable terms, it may, at its option, either: (i) modify, repair, or replace such Software proprietary components (as applicable) as required to avoid the applicable Claim; or (ii) terminate Customer's Subscription to the Software and refund any unearned Subscription Fees prepaid by Customer; provided, however, that the foregoing shall not apply to any Claim or related Losses arising from or relating to (a) the modification of the Software, or the combination, operation, or use of the Software with equipment, devices, software, systems, or data, other than as expressly authorized by the Master Agreement (including the Documentation); (b) Customer's or any of its Indemnitee's failure to cease accessing and/or using the Software after receiving notice from Anchore or any of its Representatives to do so; (c) any matters involving Customer's obligations to indemnify, defend, and hold harmless Anchore herein; (iv) products or services (including use of the Software) that are provided by Anchore free of charge; and (v) any access to or use of Beta Previews.

8. Limitation of Liability

8.1. *Consequential Damages Disclaimer.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANCHORE BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THE MASTER AGREEMENT OR ANY ORDER FORM, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. *Limitation of Total Liability.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

IN NO EVENT WILL ANCHORE'S TOTAL CUMULATIVE LIABILITY UNDER THE MASTER AGREEMENT ARISING FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AND THEORIES OF LIABILITY EXCEED THE FEES CUSTOMER HAS ACTUALLY PAID TO ANCHORE HEREUNDER. IN NO EVENT SHALL ANY LICENSORS OR SUPPLIERS OF ANCHORE HAVE ANY LIABILITY UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS MASTER AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE.

9. Confidentiality

9.1. *Definition of Confidential Information.* For the purposes of the Master Agreement, "Confidential Information" means any business, technical, or other data, materials, documents, and other information that either Party hereto discloses to the other Party hereto, in writing, orally, or by any other means, including disclosures like computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists. For the purposes of the Master Agreement, the Software Documentation and all source code, object code, data and other aspects of the Anchore proprietary components of the Software and Enterprise Feed Service are and will be Anchore's Confidential Information, regardless of whether it is marked as such.

9.2. *Restrictions on Use and Disclosure.* Neither Party will disclose or use the other Party's Confidential Information without the prior written consent of such other Party. In addition, each Party agrees to maintain in confidence and protect the other Party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other Party's Confidential Information, including, without limitation, disclosing Confidential Information only to its Representatives (i) having a need to know such information; for purposes of performing such Party's duties and obligations under, and exercising such Party's rights hereunder in accordance with the terms and conditions of, the Master Agreement; (ii) who are bound to such Party that impose on such Representatives non-disclosure and restricted use obligations with respect to the other Party's Confidential Information that are at least as stringent as those imposed on such Party herein. Each Party is liable to the other Party for all acts and omissions of such Party's Representatives in connection with the Master Agreement and all Order Forms, including without limitation any such acts and omissions, which, if performed or not performed, as the case may be, by such Party would constitute a breach of or default under the Master Agreement or an Order Form by such Party. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that, to the extent not prohibited by such

order, requirement, or applicable law, the Party required to make such a disclosure (i) shall give reasonable notice to the other Party to enable such other Party to contest such order or requirement and (ii) shall reasonably cooperate with such other Party, at such other Party's sole expense, in connection therewith. The provisions of this Article 9 (Confidentiality) will survive the termination or expiration of the Master Agreement. recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

9.3. *Exclusions.* The non-disclosure and restricted use obligations set forth in Article 9 (Confidentiality) will not apply with respect to any Confidential Information that: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is rightfully known or becomes rightfully known to the receiving Party without disclosure, use, or proprietary restriction from a source other than the disclosing Party who has a lawful right to disclose it; (iii) is approved by the disclosing Party for disclosure without restriction in a written document which is signed prior to such disclosure by a duly authorized officer of such disclosing Party; or (iv) the receiving Party independently develops without access to or use of the other Party's Confidential Information.

10. Term and Termination

10.1. Termination of this Master Agreement or any Order Form under this Master Agreement shall be governed by the MAS contract and GSAR 552.212-4.

10.2. *Survival.* The following provisions of the Master Agreement shall survive any termination or expiration hereof: Section 2.4 and Articles 1, 5, 7-11. In addition, any terms and conditions of the applicable Order Form, which by their nature reasonably should survive, will survive the termination or expiration of such Order Form.

11. General Provisions

11.1. *Governing Law; Venue.* This Master Agreement is subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Master Agreement will be governed by and construed in accordance with the federal laws of the United States.

11.2. *Government Users.* The Products and Documentation were developed solely with private funds and shall be considered "Commercial Computer Software" and "Commercial Computer Software Documentation" as described in Federal Acquisition Regulations 12.212 and 27.405-3. Any and all Anchore Property provided to Customer pursuant to and governed by Schedule C shall be licensed to the United States Government as restricted computer software and limited rights data. No technical data or computer software is or shall be developed under the Master Agreement. Any and all use, disclosure, modification, distribution, and reproduction of any Anchore Property by the United States Government or its end users or contractors is and shall be subject to the restrictions set forth in the Master Agreement. All other use and other activities with respect to the Anchore Property are prohibited.

11.3. *Export.* The Anchore Property is subject to export restrictions by the United States Government and import restrictions by certain foreign governments, and Customer will

comply with all applicable export and import laws and regulations in Customer's use of and other activities in connection with the Anchore Property. Customer shall not, and shall not allow any other individual, entity, or third party to, remove or export from the United States or allow the export or re-export of any part of the Anchore Property or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the United State Department of Commerce's Table of Denial Orders or United States Department of the Treasury's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States Government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining all such licenses and approvals; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of the United States Government, any foreign government, or any agency or authority of the foregoing. Customer represents and warrants to Anchore that (a) Customer is not, and at all times during the term of the Master Agreement and all Subscription Terms and Order Form terms will not be, located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited Party list and (b) none of Customer's data or other property is, and at all times during the term of the Master Agreement and all Subscription Terms and Order Form terms will not be, controlled under the U.S. International Traffic in Arms Regulations. Customer acknowledges and agrees that the Anchore Property is, and at all times during the term of the Master Agreement and all Subscription Terms and Order Form terms will be, restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior written permission of the United States Government.

11.4. *No Publicity without Permission.* Anchore may identify Customer as a customer to current and prospective customers in its promotional materials, but Anchore must comply with all requirements of GSAR 552.203-71.

11.5. *Assignment.* Neither Party may assign or otherwise transfer the Master Agreement, in whole or in part, without the other Party's prior written consent and in accordance with the terms of the MAS and the novation process outlined at FAR 42.12.

11.6. *Notices.* Unless otherwise stated herein, any notice, request, demand or other communication under the Master Agreement must be in writing (e-mail is acceptable), must reference the Master Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) one (1) business day following confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt and email; or (iv) three (3) business days after deposit with an internationally recognized express courier and email, with written confirmation of receipt. Notices can be sent to the address(es) set forth in the Order unless a Party notifies the other Party that those addresses have changed.

11.7. RESERVED.

11.8. *Independent Contractors.* The Parties shall be each independent contractors with respect to the subject matter of the Master Agreement. Nothing contained in the Master Agreement will or will be deemed or construed in any manner to, create a legal association,

partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the Parties, and neither Party shall have the power or authority to bind the other Party contractually or otherwise.

11.9. *Waiver.* A Party's obligation(s) under the Master Agreement can be waived only in a writing signed by each Party's duly authorized representatives, which waiver will be effective only with respect to the specific obligation(s) described therein. No failure or delay by a Party hereto in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right hereunder at law or equity.

11.10. *Entire Agreement.* The Master Agreement, and the MAS including each and every Order Form and all SOWs and Schedules, constitute the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties with respect thereto.

11.11. *Order of Precedence.* In the event of a conflict or inconsistency between the terms and conditions of the Master Agreement and those of an Order Form, the Order Form will govern to the extent of such conflict but only with respect to the specific details of that Order Form. Otherwise, the Master Agreement will govern with respect to any such conflict or inconsistency.

11.12. *Severability.* If any provision of the Master Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision will be deemed deleted herefrom, and the remaining provisions of the Master Agreement will continue in full force and effect.

11.13. *No Third-Party Beneficiaries.* Unless otherwise expressly and specifically stated herein, the terms of this Master Agreement are intended to, and shall, be solely for the benefit of Anchore and Customer and do not create any rights in favor of any third party.

Schedule A - Anchore Enterprise Subscription

Version: 20210830 (GSA Version)

This Schedule A - Anchore Enterprise Subscription Description, along with Appendix A - Anchore Software Supported Versions ("Appendix A"), which is attached hereto and hereby is incorporated by reference herein (all the foregoing, collectively, "Schedule A"), 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 A. All capitalized terms used but not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Master Agreement or applicable Order Form, as the case may be.

1. Definitions

- 1.1. "Anchore Enterprise" and "Anchore Federal" shall have the meaning ascribed thereto in the Master Agreement.
- 1.2. "Anchore Software" or the "Software" refers to (i) the combined open-source software and Anchore's proprietary software and, if ordered by Customer on the applicable Order Form, (ii) Anchore's proprietary vulnerability data feed ("Enhanced Vulnerability Feed"), all as explained in more detail in Section 3.2 of this Schedule A and the link embedded therein.
- 1.3. "Named Contact" is an individual employee or agent of the Customer, with sufficient technical skills to perform basic administrative tasks in a Linux environment.
- 1.4. "Anchore Support Portal" refers to the web-based application available at <https://anchore.zendesk.com>
- 1.5. "Out-of-Scope Services" means any services requested by Customer which: (a) are not included in the Subscription or Product purchased by Customer as set forth in the applicable Order Form, or (b) are Subscriptions or Products requested or scheduled to be purchased by Customer subsequent to the expiration or termination of the then-current Subscription Term.
- 1.6. "Service Establishment" refers to the processes provided by Anchore so that contacts identified to Anchore in writing by Customer have access to the Anchore Support Portal and any other associated tools or access methods provided by Anchore and to which Customer requires access in order to use the Products in accordance herewith and with the Master Agreement.

2. Description

- 2.1. Anchore Enterprise is a Subscription for the applicable Subscription Term, which

provides the Customer with entitlement to Generally Available Software (as defined in Appendix A - Anchore Software Supported Versions ("Appendix A") hereto) and associated Support Services during such Subscription Term pursuant to and in accordance with the Master Agreement and this Schedule A.

2.2. A "Subscription" as referred to herein and in the Master Agreement shall be identified by and based upon the number of Image analyzers ("Analyzers") set forth in the applicable Order Form ("Analyzers"), images scanned per time period ("Images") set forth in the applicable Order Form ("Images"), scanning repositories ("Repositories") set forth in the applicable Order Form, software features and/or the applicable level of Support Services grouped into Tiers named as Basic, Federal Basic, Premium and Federal Premium. Subscription Tier names are subject to change, however, the applicable Subscription entitlement for that Tier shall remain the same during the applicable Subscription Term.

2.3. Support Services are provided only on the supported versions of the Anchore Software identified in Appendix A.

3. Anchore Software

3.1. All Anchore Software provided to Customer, or to which Customer is provided access, hereunder, and all access thereto and use thereof by Customer and Users shall be subject in all respects to the terms and conditions of the Master Agreement and this Schedule A.

3.2. The Anchore Software includes the components as described at <https://docs.anchore.com/current/>

3.3. Anchore will provide the Customer with a License Key file for each Subscription which enables the functionality of the Software. The Customer shall not share the License Key file with any individual or entity other than (i) Customer's employees, but only on an as-needed basis (collectively, "Customer Employees") and (ii) any third party for which Customer has obtained Anchore's prior written approval to access and use the Software subject to and in accordance with the Master Agreement (collectively, "Pre-Approved Third Parties").

3.4. Subscription rules.

1. Each Anchore Software deployment ("Deployment") must have at least one valid Subscription associated with it.
2. Multiple Subscriptions of the same Tier can be used with a single Deployment to increase the number of Analyzers, but a single Deployment may not mix Subscriptions from different Tiers.
3. A Subscription or Subscriptions may be moved from one Deployment to another Deployment of the same Tier but the Subscription(s) must be moved in whole; partial or dis-aggregated Subscription moves are not allowed.
4. A Deployment may not exceed usage of the aggregate number of Analyzers entitled via the Subscription(s) associated with it.
5. A single Deployment, independent of the number of Analyzers used, may not exceed more than 50,000 Images scanned per month in two consecutive months.

3.5. A Subscription may optionally include access to Anchore's Enhanced Vulnerability Feed providing proprietary vulnerability data. Anchore reserves the right, in its sole and exclusive discretion, (i) to suspend, discontinue, or change the Enhanced Vulnerability Feed at any time during the applicable Subscription Term; provided, however, that (a) upon any such suspension or discontinuation, as the case may be, Anchore promptly will notify affected Customers thereof and, immediately upon such suspension or discontinuation, as the case may, taking effect, Customer no longer will be charged for such Enhanced Vulnerability Feed and (b) any such change shall not result in a materially adverse degradation in the quality or other aspect of the Enhanced Vulnerability Feed and (ii) in the event of any such suspension, discontinuation, or change, to take commercially reasonable steps, in connection with which Customer agrees to reasonably cooperate with Anchore, and subject to Anchore's confidentiality obligations under the Master Agreement and this Schedule A, to remove from affected Customers' computer systems all data comprising the Enhanced Vulnerability Feed.

3.6. Anchore will provide ongoing updates to the Software, in its sole and exclusive discretion, to provide new features and, as required, security or bug fixes.

3.7. Anchore reserves the right to request the Customer to upgrade the version of Anchore Software that Customer is then-currently accessing and/or using in response to any issues with the Software, and Customer promptly shall comply with such request.

4. Support Services:

4.1. Scope of Support:

4.1.1. Support Services consist of assistance and response with installation issues, usage, and problem diagnosis for the Anchore Software and supported environments as listed in Appendix A via phone, email or the Anchore Support Portal as detailed during Service Establishment. Additional 'Hot-Fix' or defect escalation services are also included. The Support Services do not include assistance for architecture design or review or for performance reviews and/or assessments.

4.1.2. In order for Anchore to provide Support Services in connection with any issue with the Software, Customer must: (a) make reasonable efforts of its own to correct such issue after consulting with Anchore; (b) provide Anchore with (i) sufficient information and resources to identify, replicate, and attempt to correct such issue and (ii) access to the Customer personnel, hardware, and any additional software involved in discovering and attempting to correct such issue; (c) be running the Software on hardware and an operating system certified or approved in advance by Anchore as being suitable to run the Software; and (d) procure, install and maintain all software, equipment, communication interfaces and other hardware necessary to operate the Software and all other Anchore Products provided to Customer in accordance with instruction and other information provided by Anchore.

4.1.3. In no event shall Support Services include any maintenance of, or support for, any hardware or third-party software.

4.1.4. Customer is responsible for reading, understanding, and developing the

expertise to implement the subject matter set forth in any and all release notes regarding the Software and any available documentation, including without limitation the Documentation, before installing or operating the Anchore Software and for testing the Anchore Software prior to deploying the Anchore Software in a production environment.

4.1.5. Anchore is not obligated to provide Support Services when: (a) the Software has been changed or modified other than by Anchore or accessed or used by Customer or any Users other than in accordance with the Master Agreement or any Order Form; (b) the issue requiring such services arises out of or relates to any negligence, intentional misconduct or breach of the Master Agreement or any Order Form by Customer or any act or omission of any employee, officer, director, agent, contractor, consultant, or other representative (collectively, "Representatives") of Customer, hardware malfunction, or other causes beyond the reasonable control of Anchore; or (c) the issue requiring such services arises out of or relates to any third-party software not licensed through Anchore or provided by Anchore in connection with the Master Agreement.

4.1.6. The Customer will be provided with two (2) accounts to the Anchore Support Portal, which is limited to one individual Named Contact per account.

4.2. Service Establishment for Support Services

4.2.1. At the beginning of a Subscription Term for Anchore Enterprise, a Service Establishment procedure will be conducted. During the Service Establishment procedure, Anchore support staff will:

4.2.1.1. perform an evaluation and assessment of the Customer's computer environment (hardware, operating system) in order to ensure that no obvious issues exist that might adversely impact the operation of the Anchore Software in accordance with its Documentation.

4.2.1.2. provide Customer with contact information for potential escalation of support tickets.

4.2.1.3. provide the Customer with reasonably detailed information for accessing the Anchore Software.

4.2.2. Support Contacts

4.2.2.1. The Anchore Customer support center will provide Support Services to designated Named Contacts, as identified by Customer in writing to Anchore during Service Establishment, via the Anchore Support Portal.

4.2.2.2. The Named Contacts must have "read, write and execute" access to the necessary files and configuration, English language communication skills and relevant technical knowledge.

4.2.2.3. Customer may modify its designated Named Contacts at any time during the applicable Subscription Term by promptly notifying Anchore in

writing via the processes communicated during the Service Establishment.

4.2.2.4. Named Contacts will be the only interface to the Anchore Customer support center. In an emergency, an Anchore support engineer may respond to a Software-related issue identified by Customer for someone other than a Named Contact, but only on a one-time exception basis, subject to prompt subsequent verification and involvement of a Named Contact.

4.3. SLA for Support Services

4.3.1. Anchore will make all commercially reasonable attempts to provide an initial response to a Support Services ticket initiated by a Named Contact with the following SLA for the applicable Subscription purchased, based on the following table:

	Premium or Federal Premium	Basic or Federal Basic
Time Coverage	24 hours per day, 7 days a week	9am-5pm per day (EST or GMT based on customer specified location) Monday to Friday,
Severity One (Urgent)	2 hours	2 business hours
Severity Two (High)	8 hours	12 hours
Severity Three (Normal)	1 business day	2 business days
Severity Four (Low)	2 business days	4 business days

4.3.2. Severity Definitions:

4.3.2.1. Severity One is an issue that severely impacts Customer's use of the Anchore Software in a production environment (such as loss of production data or in which Customer's production systems are not functioning or disrupted). The issue causes a halt in Customer's business operations for which no procedural workaround exists.

4.3.2.2. Severity Two is an issue in which the Anchore Software is functioning, but Customer's use thereof in a production environment is severely reduced. The issue causes a material adverse impact to portions of Customer's business operations for which no procedural workaround exists.

4.3.2.3. Severity Three is an issue that involves partial, non-critical loss of use of the Anchore Software in a production environment or development environment. For production environments, the issue causes a medium-to-low impact on Customer's business, but Customer's business continues to function, including by using a procedural workaround. For development environments, the issue causes Customer's project to no longer continue or migrate into a production environment.

4.3.2.4. Severity Four is a general usage question, reporting of a Documentation error, or recommendation for a future Product enhancement or modification. For production environments, there is low-to-no impact on Customer's business or the performance or functionality of Customer's computer system. For development environments, there is a medium-to-low impact on the Customer's development efforts, but such efforts continue on a reduced basis, including by using a procedural workaround.

4.3.3. Escalation Procedures

4.3.3.1. If Customer is not satisfied with Anchore's provision of any Support Services, Customer may escalate the applicable Support Services request by issuing a formal Escalation Request, which will be handled in the manner described below.

4.3.3.2. The first Escalation Request will cause the applicable Support Services request to be forwarded to an Anchore Support Services supervisor. The supervisor will investigate the problem and respond within the time specified in the SLA for the corresponding severity level while also providing a regular status update on the request at least every 24 hours thereafter.

4.3.3.3. If, after the first Escalation Request, the Customer (i) is still not reasonably satisfied; (ii) reasonably believes that Anchore has not materially complied with the terms and conditions of this Schedule A; or (iii) the severity of the issue requires extraordinary measures to remediate, the Customer may request escalation of the applicable Support Services Request to an Anchore Vice President (VP), whereupon The VP will consider the case and take appropriate measures to mitigate the issue.

4.3.3.4. Contact information on how to reach an Anchore Support supervisor, or the Anchore VP for will be furnished to the Customer during the Service Establishment process.

4.4. Hot Fixes:

4.4.1. Where necessary, Anchore will provide 'Hot Fix' package(s) to the Customer which is a custom-built support package provided in response to an operational problem with, or defect in, the Software specific to, and identified and reported by, Customer in accordance with the process set forth in this Article 4 (Support Services)

4.4.2. Anchore 'Hot Fix' packages will be provided directly to the Customer for use only by Customer and shall not be redistributed by Customer to any other Anchore customers or third parties.

4.4.3. In the event that a 'Hot Fix' package is provided to Customer, the package will be supported by Anchore until the fix or resolution for the applicable problem or defect is incorporated into and supported as part of the main Anchore Software.

4.5. Defect Escalation

4.5.1. For non-critical bugs, the Customer may request that bugs which have been reported to the Anchore bug tracking system be escalated and fixed by Anchore.

4.5.2. Upon formal request of a bug escalation via a submission to the Anchore Support Portal, Anchore will provide a feasibility, time and priority response for the resolution of the bug.

4.6. Out-of-Scope Services

4.6.1. Notwithstanding any other provision in the Master Agreement, Anchore shall have no obligation to provide Out-of-Scope Services, including without limitation when the request or need for such Support Services arises or relates to any of the following conditions or events:

4.6.1.1. Hardware, including without limitation any equipment that has been mishandled, altered, damaged or rendered inoperable due to willful or negligent acts or omissions, accident, Force Majeure (as defined herein), or operation of any hardware other than as specified in applicable specifications provided by Anchore.

4.6.1.2. Any work performed at Customer's site, except work performed by Anchore as specified in a statement of work entered into by and between Customer and Anchore and executed by the Parties' respective duly authorized representatives (each, a "Statement of Work").

4.6.1.3. Products or components, including without limitation, software or hardware not provided by Anchore, on Anchore's behalf by an Anchore authorized service representative or an Anchore-authorized reseller, or services performed by or on behalf of an entity other than Anchore or an Anchore-authorized service representative.

4.6.1.4. Transit or relocation of hardware, including any damages occurring while in transit or related to such relocation, and services accompanying or related to transit or relocation of the hardware.

4.6.1.5. Services related to third-party products or services.

4.6.1.6. Customer's failure to meet its responsibilities under the Master Agreement or this Schedule A.

4.6.2.7. Although Anchore is not required to provide Out-of-Scope Services, Out-of-Scope Services may be available for purchase from Anchore, pursuant to a separate written agreement, including without limitation a Statement of Work, entered into by and between, and executed by the respective duly authorized representatives of, Anchore and Customer.

Appendix A – Anchore Software Supported Versions

This is Appendix A to that certain Schedule A - Anchore Enterprise Service to the Master Agreement between Anchore and Customer. All capitalized terms used but not defined in this Appendix A shall have the respective meanings ascribed to such terms in the Master Agreement, Schedule A, or the applicable Order Form, as the case may be.

Lifecycle

Anchore Enterprise versions use a semantic versioning format (x.y.z) where X represents the major version, Y represents the minor version, and (optionally) Z represents a patch version.

Support Services are available effective immediately upon the release of a new Generally Available (“GA”) major version of the Software (“Generally Available Software”), and such Support Services will be in effect for a period of either (i) eighteen (18) months after the applicable release date of such major version or (ii) six (6) months after the release date of the next major version, whichever period is longer.

As part of Support Services, Anchore may provide minor and patch updates during the period that the applicable major version is in effect.

Anchore will provide supported upgrade paths between major versions of Anchore Enterprise as they become available.

Product Version	GA	End of Support
Anchore Enterprise v2	May 9th 2019	August 2nd 2021
Anchore Enterprise v3	February 3rd 2021	6 months after the GA of v4

Supported Environments

Anchore Enterprise is supported on:

- Any Kubernetes Certified Service Provider (KSCP) as certified by the Cloud Native Computing Foundation (CNCF).
- Any Kubernetes Certified Distribution as certified by the Cloud Native Computing Foundation (CNCF).
- Amazon Elastic Container Service (ECS)

A single Deployment of Anchore Enterprise requires a minimum of 2 Analyzers.

Schedule D - Technical Account Manager

Version: 20210830

This Schedule D- Technical Account Manager 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 D. All capitalized terms used but not defined in this Schedule A 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. Quickstart Services shall constitute "Professional Services", as defined in the Master Agreement and further described in Schedule C - Anchore Professional Services ("Schedule C"). As relates specifically to TAM Services (defined below), to the extent of any conflict or inconsistency in the terms and conditions of this Schedule D and those of Schedule C, the terms and conditions of this Schedule D shall govern.

1. Definitions

- 1.1. "Product" means Anchore Enterprise or Anchore Federal, as the case may be.
- 1.2. "TAM" means the Anchore technical representative designated by Anchore to be the primary contact for providing TAM Services to the Customer.

2. Technical Account Manager Service

- 2.1. TAM Services Commencement Date. The provision of TAM Services hereunder shall begin on a mutually agreeable date within a reasonable time after the applicable Order Form Effective Date. Anchore shall send Customer a welcome packet which will contain the TAM's name and contact information.
- 2.2. Anchore will make the TAM available to Customer for up to (10) hours per calendar week.
- 2.3. TAM availability to Customer shall be during local business hours 9:00am through 5:00pm in the timezone where TAM resides.
- 2.4. TAM services are provided hereunder by the TAM as described below (collectively, "TAM Services"):
 - 2.4.1. Customer Environment and Solution Awareness
 - 2.4.2. Proactive Incident and Escalation Management
 - 2.4.3. Health Reports and ongoing Operational Recommendations
 - 2.4.4. Upgrade Assistance
 - 2.4.5. Reviews and Communications
 - 2.4.6. Customer Advocacy
 - 2.4.7. Customer Specific Feature Enhancements and Bug Champion
 - 2.4.8. Policy Tuning Services

- 2.4.8.1. Policy Tuning consists of a web-based support service to help customers reduce the number of false positives or other anomalous results they get from the use of an Anchore policy bundle (each, an "Issue").
 - 2.4.8.2. The customer may submit up to 4 tickets per month to address any Issues in connection with the Anchore policy bundle provided with the applicable Subscription. Tickets should be submitted via the Anchore Support Portal as covered in Section 4 (Support Services) of Schedule A (Anchore Enterprise) or Schedule B (Anchore Federal), as the case may be.
 - 2.4.8.3. The Customer must provide Anchore with sufficient information and resources to diagnose the applicable Issue. In some circumstances, Anchore may request access to the container image generating the false positives or other Issues in order to diagnose any results being triggered. Anchore will delete the container image after the diagnosis is complete.
 - 2.4.8.4. In connection with resolving the applicable Issue, Anchore will provide an updated policy bundle or advise on the appropriate changes to be made to the policy bundle currently deployed at the Customer site.
- 2.5. If Customer experiences any Issues with the TAM Services that require provision of Support Services (as defined in the Master Agreement) by Anchore, Customer must contact Anchore Technical Support via the Anchore Support Portal.
- 2.6. Onsite Services. All included TAM Services are provided remotely. Customers may request additional onsite support that will be charged on a time and materials basis. To ensure availability, customers must schedule visits at least 3 weeks in advance of the requested date.

3. Exclusions

TAM Services do not include services which are generally provided as Anchore Professional Services (as defined in the Master Agreement) pursuant to Schedule C such as but not limited to:

- 3.1. direct hands-on installation, modification and/or configuration of Anchore Software or other non-Anchore supplied software;
- 3.2. non-Anchore related system architecture and design;
- 3.3. formal training;
- 3.4. API scripting;
- 3.5. custom development or engineering.

4. Obligations

TAM Services are subject to Customer's:

- 4.1. designation from time to time of a reasonable number of authorized Customer personnel who can work with the TAM;
- 4.2. receipt of all Products from Anchore, and provision of (i) prompt written notice to Anchore (a) of the number of locations at which Customer has installed the

- Product in a development, staging, or production mode as of the TAM Commencement Date (each an "Installation Location") and (b) for each such Installation Location, whether the related software environment is for development, staging, or production of the Product ("Software Environment") and (ii) reasonable advance written notice of any changes in or additions to any such Installation Locations and/or Software Environments;
- 4.3. use of the Products in a supported configuration that can be maintained and supported through Anchore's provision of Support Services (as defined in the Master Agreement);
 - 4.4. changing Product settings or configurations reasonably recommended by Anchore;
 - 4.5. ensuring that Customer (i) has obtained all licenses required by Anchore to access and use all Software and Products and (ii) adheres, and causes all of its Authorized Users to adhere, to all licensing and other terms and conditions applicable to such Products and Software, including without limitation those set forth in the Master Agreement, applicable Order Form, and all applicable Schedules;
 - 4.6. making available to Anchore access and data reasonably required by Anchore to provide the TAM Services requested by Customer, the accuracy of which such data shall be Customer's sole responsibility.
 - 4.7. acknowledgement and agreement, as hereby given by Customer, that nothing in this Schedule D will, or 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.

5. Service Fees

The Customer will be invoiced for the Fees for the TAM Services as set forth in the applicable Order Form.