

Schedule D - Technical Account Manager

Version: 20240402

This Schedule D- Technical Account Manager ("Schedule D") 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 D 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. 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 (Anchore Professional Services) to the Master Software License and Services Agreement, 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 commence on a mutually-agreeable date within a reasonable time after the applicable Order Form Effective Date. Prior to or concurrent with such commencement, Anchore shall send Customer a welcome packet, which will contain the TAM's name and contact information.
- 2.2. Anchore will make a TAM available to Customer as the primary contact for TAM Services. For clarity, Customer and Anchore acknowledge and agree that this named TAM will be a shared resource and may be assigned to other customer accounts.
- 2.3. TAM availability to Customer shall be during local business hours 9:00 am through 5:00 pm in the timezone where TAM resides.
- 2.4. TAM services are provided hereunder by the TAM as described below in this Section 2.4 (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 ("Policy Tuning")
 - 2.4.8.1. Policy Tuning consists of a web-based support service designed to help Customer reduce the number of false positives or other anomalous results Customer gets 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 must 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 delivery or availability of the TAM Services, including without limitation any such Issues that may require provision by Anchore of Support Services (as defined in the Master Agreement), Customer must contact Anchore Technical Support via the Anchore Support Portal.
- 2.6. Onsite Services. All TAM Services are provided remotely; provided, however, that Customer also may request Anchore to provide onsite support for the Products, which will be charged to Customer on a time and materials basis at Anchore's then-current rates therefor. To ensure availability of Anchore's support resources, Customer must schedule any onsite support visits at least three (3) weeks in advance of the requested date.
- 2.7. Multiple Personnel. Anchore may, at its sole discretion, choose to engage different engineering personnel for different portions of the TAM Services; provided, however, that, in accordance with Section 2.2 above, each such personnel will be a shared resource and may be assigned to other customer accounts.

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

Anchore's provision of TAM Services is subject to Customer's:

- 4.1. payment to Anchore of all applicable Fees (as defined in the Master Agreement) under the Master Agreement and all applicable Schedules;
- 4.2. designation from time to time of a reasonable number of authorized Customer personnel who can work with the TAM;
- 4.3. 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 the case may be, 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, as the case may be, 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;
- 4.4. 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);
- 4.5. prompt changing of Product settings or configurations that are reasonably recommended by Anchore;
- 4.6. ensuring Anchore, promptly upon Anchore's request, 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;
- 4.7. 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.
- 4.8. 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

Customer shall pay Anchore the Fee for the TAM Services as set forth in and in accordance with the applicable Order Form.