DoD ESI Master License Agreement

THE DEPARTMENT OF DEFENSE ENTERPRISE SOFTWARE INITIATIVE (DoD ESI)
MASTER LICENSE AGREEMENT FOR ANCHORE PRODUCTS AND SERVICES

This document and any written modifications hereof executed by the parties' respective duly authorized representatives ("Addendums"), which constitutes the Master License Agreement between the Licensor identified below and the Licensee identified below (each a "party" and, collectively, the "parties"), sets forth the Department of Defense ("DOD") License Requirements and other mutually-agreed-upon terms and conditions relating thereto (the "DoD ESI Master License Agreement"). Licensor's Software License Agreement, which is titled "Anchore Software License and Services Agreement" or "MSSA", shall be attached hereto as Exhibit A and made a material part hereof by this reference ("Exhibit A"); Licensor's Schedule B, which is titled "Anchore Enterprise (Federal Edition) Subscription", shall be attached hereto as Exhibit B and made a material part hereof by this reference ("Exhibit B"); Licensor's Schedule C Reserved, Licensor's Schedule D Reserved, Licensor's Schedule E Reserved, and Licensor's Schedule F Reserved. This Master Agreement, the Licensor's Software License Agreement attached hereto as Exhibit A, and the Licensor's foregoing Schedule B, which are attached hereto as Exhibits B shall constitute the "Agreement", as that term is used herein, by and between Anchore, Inc., a Delaware corporation ("Licensor"), and Licensee (as defined in Paragraph 1, Enterprise Language, below). The terms and conditions set out below (the DOD License Requirements) and any Addendum, supplement, to the extent a conflict exists, supersede, and take precedence over the terms and conditions of all Exhibits.

The parties agree the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies, URLs referencing other terms, conditions or policies, or educational documents will not be considered part of this license agreement. The terms "licensed products" or "licensed product" as used herein shall mean the software product "Anchore Federal" (as defined in Exhibit A) licensed to Licensee by Licensor under this Agreement.

With regard to any conflict in license terms between this DoD ESI Master License Agreement and any NASA SEWP negotiated license agreement, the Order of Precedence is in the following order: 1) this Master License Agreement and 2) any NASA SEWP negotiated license agreement.

1.   **Enterprise Language:** Licensees under this Agreement include: DOD "Departments and agencies" as defined by 48 Code of Federal Regulations (CFR) § 202.101; the Intelligence Community[1]; the US Coast Guard; or a DOD contractor working in support of the DOD mission authorized to purchase on behalf of the DOD pursuant to FAR 51 (hereinafter "Licensee" or "DOD" are synonymous) . A Reseller is an authorized (by Licensor) reseller of Licensor's products. The terms and conditions of this Agreement apply to any purchase of Licensor's products or services by the Licensee made under the Reseller's NASA SEWP Agency Catalog and NASA SEWP Contract underlying this Agreement, without further need for execution. NASA SEWP Agency Catalog refers to the SEWP Strategic (Catalog) Marketplace established between the DoD and an Anchore Partner that includes the DoD ESI Agreement Master License Agreement. NASA SEWP Contract is the respective contract between the Anchore Partner and the NASA SEWP Program Office.

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1 The Intelligence Community is a federation of Executive branch intelligence agencies and Organizations that are comprised of 17 member organizations https://www.dni.gov/index.php/what-we-do/members-of-the-ic Office of the Director of National Intelligence (ODNI) is authorized to procure IT through the DOD ESI per the Memorandum of Agreement, dated 15 May 2008. https://dodcio.defense.gov/portals/0/documents/net-centric-moa.pdf.

DoD ESI Master License Agreement

2. **Choice of Law/Venue**: This Agreement shall be governed by and construed in accordance with United States Federal law, including the US Code, US Code of Federal Regulations, Federal Acquisition Regulation and Defense Federal Acquisition Regulation (DFARS), without regard to principles of conflict of laws. Recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Contract Disputes Act. While a dispute is pending, the Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

3. **Indemnification**: The DOD represents to Licensor that the DOD does not have the authority to and shall not indemnify any entity. The DOD agrees to pay for any loss, liability or expense, which arises out of or relates to the DOD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DOD is established by a court of law or where settlement has been agreed to by the DOD agency and the Department of Justice. This provision shall not be construed to limit the DOD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DOD.

4. **Patent, Copyright, Trademark, and Trade Secret Protection:**
   a) The Licensor shall, at its expense, indemnify and hold the DOD harmless from any suit or proceeding which may be brought by a third party against the DOD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to: (a) pay any judgments, fines, and penalties finally awarded against DOD by a court or competent jurisdiction, governmental/administrative body or any settlements adverse to DOD reached pursuant to Claim; and (b) reimburse the DOD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in defending against the Claim. The DOD agrees to give Licensor prompt written notice of any such Claim of which DOD learns. The Department of Justice has the sole authority to represent the DOD in actions brought against the DOD pursuant to 28 USC § 516. Licensor shall not, without the DOD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DOD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DOD to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the DOD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DOD. It is expressly agreed by the Licensor that, in the event it makes an appropriate request that the DOD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DOD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) reasonably incurred by the DOD for such support.
   b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the

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patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.

c) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DOD to continue the use of such licensed products in accordance with and subject to the terms and conditions of this Agreement.

d) If any of the licensed products provided by the Licensor are in such suit or proceeding held by a court of competent jurisdiction to constitute infringement and the use thereof in accordance with and subject to the terms and conditions of this Agreement is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products in accordance with and subject to the terms and conditions of this Agreement, replace them with non-infringing items, or modify them so that they are no longer infringing.

e) If use of the licensed products in accordance with and subject to the terms and conditions of this Agreement is enjoined and the Licensor is unable to do any of the preceding set forth in item (d) above, the Licensor agrees to, upon DOD's return of the licensed products, refund to the DOD on a pro rata basis the applicable: subscription license fee paid or perpetual license fee paid along with any prepaid software maintenance fee for the infringing licensed products from the date DOD's discontinued use thereof due to such alleged infringement, not to exceed a sixty (60) month period.

f) The obligations of the Licensor under this Section 4 (Patent, Copyright, Trademark, and Trade Secret Protection) continue without time limit and survive the termination of this Agreement.

g) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 (Patent, Copyright, Trademark, and Trade Secret Protection) for:

(1) Modification of any licensed products provided by the DOD or a third party acting under the direction of the DOD;

(2) any material provided by the DOD to the Licensor and incorporated into, or used to prepare the licensed products;

(3) use of the licensed products after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (c) or (d) above;

(4) use of the licensed products in other than its specified operating environment;

(5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

(6) infringement of a non-Licensor product alone;

(7) the DOD's use of the licensed product beyond the scope contemplated by, or otherwise in breach of, the Agreement; or

(8) the DOD's failure to use corrections or enhancements made available to the DOD by the Licensor at no charge.

h)   The obligation to indemnify the DOD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation and liability, and the DOD's sole and exclusive remedy, for the infringement or misappropriation of intellectual property.

5.   **Virus, Malicious, Mischievous or Destructive Programming:**
Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DOD's exclusive remedy and Licensor's sole obligation for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the DOD has suffered an interruption in the availability of, or loss of data residing in, its computer system to the extent caused by Virus contained in the licensed product in breach of the foregoing warranty, reimburse the DoD up to $ 1,000,000 for the actual cost incurred by the DOD to (i) remove the Virus and (ii) restore the DoD's most recent back up copy of such data.

6.   **Delivery**: Licensor's delivery of the Products to DOD shall be by electronic download or as otherwise specified in Delivery Orders, FOB Destination.

7.   **Product Warranty:**   Any Licensor product warranty will be for a period of at least 90 days from the date on which the licensed product is first accessed by or on behalf of Licensee, and will at a minimum warrant that the licensed product will during the warranty period perform in all material respects to the functions described in the Licensor's documentation when operated in accordance with the documentation and the terms and conditions of this Agreement.

a)   In the event the DOD determines that the licensed product does not function in accordance with the foregoing warranty during the period specified above, DOD promptly will notify Licensor either telephonically or in writing with reasonable detail of the issue. The Licensor will have ten (10) business days thereafter to begin remedying the nonconformance, at Licensor's sole expense, and Licensee agrees to reasonably cooperate with Licensor in connection therewith. If Licensor is unable to remedy such nonconformance within a reasonable time, Licensor agrees that DOD may return the licensed product and Licensor shall promptly refund any money paid for the licensed product. Licensee must report to Licensor in writing any breach of the foregoing warranty during the relevant warranty period. Licensor shall use commercially reasonable efforts to correct or provide a workaround for reproducible licensed product errors that cause a breach of this warranty or, if Licensor is unable to make the licensed product operate as warranted above within a reasonable time considering the severity of the error and its impact on Licensee, Licensee shall be entitled to return the licensed product to Licensor and recover the fees paid by Licensee to Licensor for the non-conforming licensed product.

8.   **Limitation of Liability:** The Licensor's liability to the DOD under this Agreement shall be limited to the greater of (a) the value of DOD's purchase orders issued in the 12 months period

immediately preceding the event giving rise to such liability; or (b) $500,000. This limitation does not apply to damages incurred by DOD for:

a)   Bodily injury;

b)   death;

c)   intentional injury;

d)   damage to real property or tangible personal property for which the Licensor is legally liable;

e)   breach by Licensor of Licensor's warranty related to Virus included in Section 4 (Patent, Copyright, Trademark, and Trade Secret Protection) above; or

f)   Licensor's indemnity of the DOD for patent, copyright, trade secret, or trademark protection in subsection a) of Section 4 (Patent, Copyright, Trademark, and Trade Secret Protection) above.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

9.   **Termination:** Licensor may not terminate this Agreement for non-payment from Reseller. Any clauses in the Licensor's EULA referencing termination or cancellation are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613.

a. Force Majeure: Subject to FAR 52.212-4 (f) Excusable delays, unilateral termination by the Licensor does not apply to a DOD order and all clauses in the Licensor's EULA referencing unilateral termination rights of the Licensor are hereby deemed to be deleted.

10.   **Background Checks:** Reserved

11.   **Confidentiality:** The DOD does not agree to any clauses asserting that unit prices or license agreement terms are confidential or proprietary information. Neither the license agreement terms nor the price list shall be deemed "confidential" or "proprietary" information notwithstanding any marking to that effect. The Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the Government. DOD will comply with the other non-disclosure and non-use obligations of DOD in this Agreement as it relates to confidential and/or proprietary information of Licensor.

12.   **Publicity/Advertisement:** The Licensor must obtain DOD approval prior to mentioning the DOD or a DOD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

13.   **Location for Use:** The product may be used in any United States Government or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.

14.   **Backup Software and Documentation:** Licensor grants DOD to make a reasonable number of software and documentation copies for DOD's internal business purposes. DOD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on

such copies. DOD is also responsible for reporting to Licensor if DOD learns of the misuse or mishandling of software or documentation provided under the contract to DOD personnel, contractors or Government employees.

15.   **Transfers and Assignments:** Licensee is authorized by Licensor to transfer or assign any rights in the licensed products granted by Licensor to Licensee in Exhibit A, and such authorization would include sublicensing, assignment or transfer of any such rights among or between DOD agencies, outsourcers, or contractors (but only to the extent in support of the DOD mission), or authorize any portion of the licensed product to be copied onto or accessed from a computer operated (but only to the extent in support of the DoD mission) by any of the foregoing individuals or entities. "Assignee" as used herein shall mean any individual or entity receiving any of the foregoing rights by way of such sublicensing, assignment, or transfer.

a)   The foregoing transfers are permitted only within the DOD. Such transfers include any such rights under licenses granted by Licensor to the DOD under Exhibit A and managed by a support contractor (but only to the extent in support of the DOD mission).

b)   Assignments: Licensee is authorized to assign the foregoing rights to another U.S. government agency or contractor (in support of the DOD mission), who will assume ownership of the licenses, but only with Licensor's prior written concurrence, which shall not unreasonably be withheld, and all such agencies and contractors shall also be included in the term "Assignee" as defined herein.   All activities, including without limitation with respect to the licensed products, by any Assignees shall be subject to the terms and conditions of this Agreement. Any deviation from such terms and conditions required by any Assignee shall be subject to a separate agreement between Licensor and such Assignee, specifying conditions for the use, management and maintenance of the licensed product, which agreement shall not impose any more restrictive terms than are imposed on Licensee in this Agreement. Each party involved in the assignment of any license rights hereunder shall bear such party's costs in connection therewith. It is further understood that Assignee will be responsible for all future licensed product maintenance costs of any assigned license rights.

c)   Licensee shall complete and execute any Licensor documentation required by Licensor to facilitate the foregoing transfer or assignment of license rights and continuation of support for the Assignee. All foregoing license transfers or assignments of license rights will be without cost to the Licensee, provided that the license rights are current with regard to Licensor annual maintenance, and the Licensee does not re-market or otherwise intend to resell, or resells, the licenses to be transferred. Notwithstanding anything to the contrary herein, in no event shall Licensee be permitted to initiate any of the foregoing transfers, assignments, or sublicensing of license rights during any period of uncured material breach by Licensee of any provisions of this Agreement.

Licensee shall be bound to Licensor, and shall cause any and all Assignees to agree in writing to be bound to Licensor, by this Agreement.

16.   **Software End of Life and Extended Support.** Discontinuance of Support: Licensor will provide DOD one hundred eighty (180) days advance written notice before Licensor or its authorized Resellers discontinue support of the licensed product. Notice can be provided by Licensor's administrative portal or other electronic means. Licensor will provide support services for at least a period of one year after the Licensor declares an "end-of life" to the licensed product, and if

extended support is needed, Licensee will order at the previous rate agreed between the parties at the order level for such extended support.

17. **Rights of Survivorship of the Agreement. Except as provided in Section 15 (Transfers and Assignments) hereof, this Agreement, whether in whole or in part, shall not be assigned or delegated by either party without the prior written consent of the other party.** This Agreement shall survive unto each party and its successor and permitted assigns. The terms and conditions hereof, which by their very nature should survive, shall survive any expiration or termination of this Agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity or any permitted assignments involving either party.

18. **Software Updates and Upgrades:** To the extent DOD has subscription licenses or an active maintenance plan for perpetual licenses, Licensor will provide, at no additional cost, all updates, upgrades, and new releases, regardless of any licensed product name changes, re-packing or merger of products that carry forward the same or similar function of software, that Licensor makes generally available to its customer base.

19. **Audit Responsibilities:** This Section 19 (Audit Responsibilities) sets out the sole audit right under this Agreement.
     a)   DOD will maintain, and promptly provide to Licensor upon its request, but no more frequently than once in a twelve (12) month period, accurate and complete records regarding use of the licensed product by or for DOD. If DOD becomes aware of any and all use of the licensed product other than as permitted under the Agreement, DOD promptly (i) will take all steps reasonably necessary to cease and desist from all, and prevent recurrence of any, such unpermitted use and (ii) will notify Licensor thereof within 15 calendar days, providing reasonable details. Licensor shall have the right to seek redress under the Contract Disputes Act, 41 U.S. Code Chapter 71, for any and all such unpermitted use of the licensed product.
     b)   DOD will perform a self-audit, promptly upon the request of the Licensor, but no more frequently than once in a twelve (12) month period, and will report in reasonable detail any and all use of the licensed product. The Licensor may make such a request of an individual agency of the DOD and will notify the DOD Agency Program Manager in the event of such a request. If the Licensor requests a self-audit from a DOD agency, it will not make another request of that agency for at least 12 months. Any such self–audit, which shall be certified by a DOD employee authorized to do so, shall include, but not be limited to, the number of copies of the licensed product installed and/or in use, the designated system(s), on which the licensed product is installed and/or running, and if applicable, the number of users of the licensed product. No later than 90 calendar days after completion of the self-audit, DOD promptly shall notify Reseller and Licensor in writing of any use of the licensed product other than as permitted in the Agreement. DOD promptly (i) will take all steps necessary to cease and desist from all, and prevent recurrence of any, such unpermitted use and (ii) will notify Contractor and Licensor thereof within 90 calendar days, providing reasonable details. Licensor shall have the right to seek redress under the Contract Disputes Act, 41 U.S. Code Chapter 71, for any and all such unpermitted use of the licensed product.
     c)   If any of the activities of DOD described in subsections (a) or (b) of this Section 19 (Audit Responsibilities) above shows use of the licensed product by or on behalf of the DOD other than as permitted in the Agreement, the limit of DOD's responsibility for any such

unpermitted use is the requirement that DOD either (1) promptly take all steps necessary to cease and desist from all, and take reasonable steps to prevent recurrence of any, such unpermitted use and delete any unauthorized copies of the licensed product and its documentation, or (2) purchase at DOD's sole cost additional licenses to use the licensed product in accordance with the Agreement through Reseller in accordance with any current DoD ESI NASA SEWP Agency Catalog pricing such that all subsequent use of the licensed product by or on behalf of DOD thereafter will be permitted under the Agreement. The procurement of additional licenses and payment by DOD of the associated additional license fees, if required, will transpire no later than 60 days after DOD's aforementioned notification. There will be no penalties involved in the procurement of the additional licenses.

20. **Section 508 of the Rehabilitation Act Compliance:** All products and services provided to DOD by Licensor under this Agreement must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 2017-011. General information regarding the Section 508 Act can be found at the web site **www.section508.gov**. The Licensor's Section 508 compliance information in the form a Voluntary Product Accessibility Template (VPAT) must be readily available at the Publisher's website or provided to Licensee upon request.

21. **Orders**: Orders will be placed by Licensee directly with Licensor's Reseller. Any term or condition in an order to be placed that will supersede a term or condition of this Agreement must be approved in writing via email by the designated DOD PCO for this DoD ESI NASA SEWP Agency Catalog, and a copy of the approval shall be attached to such order.

22. **Temporary Use of Software During Times of Conflict and/or Natural Disaster:** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DOD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of licenses to use the licensed product in addition to those previously granted to DOD pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building'); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces.

After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DOD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made in accordance with the Agreement for additional licenses equal to the number of TED Licenses not removed from service. DOD agrees to use the TED Licenses in accordance with the terms contained in this Agreement.

23. **Software Asset Management & ISO-IEC 19770:2015 Series:** This paragraph relates to Software Identification Tagging (NIST IR 8060) embedded in the source code; it does not require an ISO certification. The Licensor shall comply with ISO 19770:2015 Series Standards for all installable or

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distributable software products governed by this agreement. If any part of the ISO-IEC 19770:2015 standard is not approved by the ISO International Standards Committee, at the time of execution of this Agreement, the Licensor shall make commercially reasonable efforts to have the licensed product comply with the standard upon approval by ISO.

24. **Users of the Software:** Users of the licensed product are DoD government employees (military, civilian, reserves, national guard), contractors, non-human devices, detailed individuals that are included and accounted for in the DOD, and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs, but only to the extent that use of the licensed product by any of the foregoing users is in support of DoD missions.

25. **Data Recovery:** This license provides the DOD all rights concerning data sharing, data access, data transfer and data manipulation in all types of digital environments, including on premise, cloud, hybrid cloud or multi-tenant environments. Additional licenses will not be required for any type of data recovery servers, excluding mirrored or concurrent environments, as long as the number of data recovery servers equals the number of primary servers.

26. **Data Sharing:** The parties agree that as long as one party has a valid license, the sharing of data extracted from the software is unrestricted. This license also provides for the ability of users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters. Additionally, the DOD may disclose, but only within the U.S. Government, the results of any benchmark or performance tests of the licensed product; and, if applicable, disclose, but only within the U.S. Government, the results of any security testing of a services environment or associated infrastructure, including any of the following: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing.

27. **Virtualization:** For virtualized servers, both parties agree that only the primary server must be licensed. No additional licenses will be required to accommodate virtualization using commercially accepted methods or practices; provided, however, that any and all such virtualized servers and virtualizations shall be used only in support of DOD's mission.

28. **Shelf Ware:** If licenses granted hereunder to DOD for the licensed product are perpetual ("Perpetual Licenses"), it is recognized that, in some instances, DOD may have excess Licensor software licenses that are not currently being used or needed by DOD. These Perpetual Licenses are commonly called Shelf Ware. At DOD's sole discretion, the DOD may transfer any of these Perpetual Licenses as described in Section 15 of this document or DOD may terminate the license grant for such Perpetual Licenses, as it deems necessary.

29. **Termination or Transfer of Licenses:** The termination or transfer of licenses granted hereunder to DOD for the licensed product may result in a reduced license count and will be deducted from the next annual maintenance or subscription payment, in a prorated method. In no event, when a subset of licenses is terminated, will the remaining licenses change in services or result in any type of fee recalculation.

30. **Third Party Software:** Notwithstanding anything to the contrary, DOD shall not be subject to third party terms and conditions that are contrary to federal law.

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31.   **License copies for training, evaluation, research and development (including Research Labs).**
During the term of this Agreement (including any renewal term), an agency (as defined locally) may: (i) run up to 50 complimentary copies of the licensed product in a dedicated training facility solely for training purposes in support of DOD's mission; (ii) run up to 25 complimentary copies of the licensed product a 120-day evaluation period solely for research and development purposes in support of DOD's mission; and (iii) make and retain one complimentary copy of the licensed product for back-up or archival purposes for each distinct geographic unit solely for use in support of DOD's mission.

32.   **Software Titles Incorporated by this License Agreement:** This Agreement will cover the licensed product licensed to DOD pursuant to the NASA SEWP Contract or Agency Catalog underlying this Agreement. All future Licensor products, if any, provided to DOD by Licensor's Reseller via the NASA SEWP Contract or Agency Catalog underlying this Agreement and licensed to DOD by Licensor subject to the terms and conditions of this Agreement will be incorporated into this Agreement without need for any additional modification.

33.   **Use of this Agreement by the Federal Government:** The parties agree that if a federal agency implements another contracting vehicle for the licensed product, then the terms and conditions of this Agreement may apply to   any license to use the licensed product granted by Licensor to that agency, but only to the extent that Licensor and such agency agree in writing thereto in advance.

34.   **Deployment and Use of Perpetual, Subscription or Term Licenses in a Cloud Computing Environment:**
DOD can deploy and use any quantity of its licenses in any cloud computing environment (private or public) and with any third-party cloud service provider; provided, however, that (i)all such deployment and use of DOD licenses shall be limited to the mission and business of the DOD; (ii) DOD retains all responsibilities for the licenses under this Agreement; (iii) DOD will maintain reasonably-detailed records of all such license deployments and uses, which DOD will provide to Licensor promptly upon Licensor's request; and (iv) DOD will not permit the third party cloud service provider to access or use the licensed product other than for purposes of hosting same.

Subject to the same restrictions, limitations, and responsibilities set forth in the immediately preceding paragraph, DOD can transfer its licenses between on-premises data centers and third party cloud service providers, or between third party cloud service providers without charge, limitation, or change in functionality.

35.   **Ineffective Provisions**: If any document incorporated by reference into this Agreement, and/or referenced therein, contains a provision: (a) allowing for the automatic termination of license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; or (d) that otherwise violates applicable Federal law, then such terms shall not apply and shall have no effect. If any document incorporated by reference into this agreement, including additional terms and conditions included and/or referenced therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying the Licensor or any other party.
 All Licensor EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), are hereby deemed to be deleted. The Anti-Deficiency Act prohibits the DOD from paying any fees

or penalties beyond the delivery/task amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504.

36.   **Previously Acquired Licenses:** All Licensor perpetual licenses, of any versions or releases, that were acquired and/or assigned to any DOD agency prior to the effective date of this Agreement shall be converted and replaced with licenses subject to this Agreement.

37.   **Data Ownership in a Cloud Environment:** For a period of 180 days after the end of the SaaS services, Licensor will make available Licensee's content and applications then in the services environment for the purpose of retrieval by Licensee. At the end of the 180-day period, and except as may be required by law, regulation, or federal, DOD, or agency policy or directives, Licensor may delete or otherwise render inaccessible any of content and applications that remain in the services environment. This Section 37 (Data Ownership in a Cloud Environment) shall apply only to the extent that Licensor provides any SaaS services to DOD under this Agreement.

38.   **Professional Services:**   Licensor may subcontract all or part of any services to be performed to a qualified third party only with the explicit written acceptance of the Licensee. Any subcontracting of services must be noted on the Order Form and acknowledged in the customer's delivery order. This allows the contracting officer ordering the services to screen the proposed subcontractor for exclusions from SAM (System for Award Management) and FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016).

39.   **Professional Services Warranty**. Licensor warrants that any consulting, training, implementation, or similar services performed by Licensor for DOD under this Agreement (collectively, "Professional Services") will be performed in a professional manner in accordance with applicable industry standards. This warranty will be in effect for a period of ninety (90) days from the DOD's completion acceptance of the Professional Services set forth in the applicable Order Form or statement of work (the "Services Warranty Period"). If during the Services Warranty Period, Licensor receives written notice (submitting a ticket to Licensor's support portal or via email will suffice) from the DOD of non-conformity with the foregoing warranty, Licensor shall promptly re-perform any Professional Services that fail to meet this limited warranty at Licensor's expense or refund to all fees paid for the non-conforming Professional Services, and the foregoing re-performance or refund, as the case may be, by Licensor shall be Licensor's sole and exclusive obligation and liability, and DOD's sole and exclusive remedy, in connection with any such non-conformity or other breach of the foregoing warranty.

40.   **Parallel Operations:** For no additional cost, the DOD shall have the ability to run the licensed product on parallel systems for up to 180 days, or a longer mutually agreed upon timeframe, for system migration, testing, and/or hardware refreshes. The DOD will ensure the duplicate instances required during the Parallel Operation period are uninstalled and deleted once the parallel operation is no longer required. The DOD will only request the ability to run the same number of license instances that are currently granted by Licensor to the DOD. DOD may exercise the rights granted to it in this Section 40 (Parallel Operations) only in support of DOD's mission.

41.   **Personal and Technical Information Collection**: DOD recognizes as part of the licensed product's normal functionality and/or in connection with support and maintenance of the licensed product, the Licensor will collect information on DOD employees, including Personal Identifiable

Information (PII), Personal Health Information (PHI) or about DOD systems. FAR 52.224 applies to all DOD employees' PII or PHI.

The Licensor may collect such information only for purposes of the performance of this Agreement and Licensor will not transfer such information to any third party, sell, lease or trade any data collected. Any data collected may not be transferred OCONUS.

Licensor will take commercially acceptable measures, including physical, administrative and technical safeguards, to protect personal and technical data from unauthorized access, use, alteration, destruction and disclosure.

Licensor may only store the data collected for the term of the period necessary to fulfill the purposes for which it was collected. When personal or technical data is no longer necessary for the performance of the agreement, Licensor will take steps to have it deleted, destroyed, erased, aggregated or made anonymous.

Licensor acknowledges DFARS Clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting applies, and Licensor's computer systems meet NIST SP 800-171 Protecting CUI in Nonfederal Information Systems and Organizations.

42. **Payment and Tax Clauses:** Any Payment or Tax clauses in the Exhibits, or any other Licensor terms or conditions are hereby deleted. Payment and taxes are determined by the Reseller's underlying Government or DOD contract.

43. **Source Code.** Upon written request by DOD, Licensor will maintain a complete and current copy of the source code for the licensed product) licensed to the DOD and covered by this Agreement in an escrow account agreed to by DOD and will execute a mutually acceptable escrow agreement. The terms of the escrow agreement shall ensure DOD access to the source code and DOD shall only obtain such access upon the occurrence of any of the source code release events described in the fully executed escrow agreement. The execution of the escrow agreement may not be more than 90 days from request by the DOD.

44. **Licensor's Intellectual Property**. Licensor solely owns the intellectual property in the licensed product (except for third party components) and the Documentation under this Agreement.

Licensor warrants it has full power and authority to grant DOD the rights granted herein including the right to use, display and distribute the licensed product to the extent set forth in this Agreement and that the licensed product is free of any and all restrictions, settlements, judgments or adverse claims.

45. **Other Intellectual Property.** To the extent any Third Party Materials are provided under this Agreement, Licensor warrants it has obtained all necessary licenses to any Third Party Materials (including without limitation, all Open Source licenses) provided with each Product.

Licensor warrants to DOD that Licensor's provision to DOD hereunder of all such Third Party Material complies with required third party licenses and that DOD's use of such Third Party Material in accordance with this Agreement will not be in conflict with any and all third party license requirements and will satisfy all conditions on permitted use, modification or distribution of such Third Party Materials without the need for any additional action or license fees from DOD.

46. **Unacceptability of General License Terms.**

DoD ESI Master License Agreement

The following terms below have been determined unacceptable to the Government as a result of a conflict with Federal law or as a result of incompatibility with the Government's needs. Any such terms in this Agreement or SLA will have no force or effect in any resulting contract.

a. **Attorney fees and costs; equitable relief; arbitration**. The Government does not agree to any clauses relating to the award of attorney's fees and costs or equitable relief because they may violate the Anti-Deficiency Act, 31 U.S.C. § 1341 (a)(1)(B). Equitable relief and the award of attorney's fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the disputes clause. Binding arbitration will not be used.

c. **Arbitration**: The Government does not agree to any provisions relating to mandatory arbitration. Disputes must be resolved in accordance with applicable federal statutes (e.g., Contract Disputes Act) and regulations.

d. **Equitable remedies, injunctions:** The Government does not agree to any clauses consenting to or entitling the Licensor to equitable relief or injunctions. Equitable relief for copyright, trademark, or patent infringement by the Government is only available to the extent permitted by federal statutes.

e. **Unilateral termination by Contractor for breach:** The Government does not agree to any clauses permitting unilateral termination of the contract or license agreement by the Licensor. Any terms in Licensor commercial license that call for immediate termination (including remote disabling of services by Licensor), or termination in the event a Government corrective action is not taken within a time frame that is less than 90 days, shall be revoked in favor of a 90-day time for the Government to take corrective action.
Recourse against the United States for any alleged breach of this Agreement must be made under the terms of 41 U.S.C. Chapter 71 - Contract Disputes (Contract Disputes Act). While a dispute is pending, the Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and must comply with any decision of the DoD ESA Contracting Officer.

f. **Assignment by licensor:** The Government does not agree to any license terms providing for assignment by the licensor. Assignment of government contracts to include the MLA without the government's prior approval is prohibited by statute, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. §3727, 41 U.S.C. § 15) and Federal Acquisition Regulation Subpart 32.8.

h. **Licensor Beta Products and/or Services**: The Government will not accept any Licensor products and/or services with terms that include free trial periods that convert to pricing terms after the specified period.

i. **General Data Protection Regulation (GDPR):** The Government does not waive its sovereign immunity and does not consent to suit arising under GDPR. The Government represents that it is not subject to the terms of GDPR. To the extent the Government is exempt from complying with the GDPR, any terms in the Agreement, which purport to impose upon the Government any obligations under the GDPR, do not apply.

j. Vague and Overbroad Usage Restrictions: The Government cannot agree not to use the Licensor's Products and Services "in a way prohibited by law, regulation, governmental order or decree". Similarly, the Government, as represented by the Department of Defense, cannot agree "not to use the [Licensor's] services in any manner which could cause serious bodily injury to any person, or that was cause severe physical or environmental damage". Such license terms are vague and overbroad. However, the Government agrees to use the licensed product and Professional Services in a manner that does not violate U.S. Federal law, and in a manner consistent with the terms and conditions of the Agreement.

k. Anti-Competitive License Terms: The Government cannot agree to license terms that require the Government to take actions that could inhibit future competitive procurements. Such terms violate the Competition in Contracting Act (CICA) and shall have no effect with respect to the Government.

n. Forms of Intellectual Property: The Government can only take license to forms of intellectual property that are described in United States federal law or procurement regulation. The Government cannot take license to any moral rights, or any know-how or trade secrets (unless recorded and delivered with a corresponding data rights posture). Further, the Government cannot agree to license terms regarding forward looking/inchoate intellectual that does not exist at the Agreement/Order execution. The Government is not agreeing to licensing trademarks, service marks or trade names, however Government agrees to respect, retain and leave undisturbed all trademarks, service marks and trade names that are placed in the licensed materials by Licensor or its resellers as applicable.

47.   **Indirect Access.**
Indirect Access occurs when humans, devices or systems indirectly access or use the licensed products via another intermediary software or Application Programming Interface (API) between the user and the Licensor's software. As long as the access cases identified in clauses a. through d. below, and/or all uses of the licensed product related thereto, are already permitted under the license granted by Licensor to Licensee in Section 2.1 (Software License Grant) of Exhibit A hereto, additional licenses under the licensed product will not be required for:

a. One-way or two-way access for read-only, write-only or read-and write transactions.
b. Real time, batch transactions or indirect static reads.
c. Accessing the Licensor's software through one or more intermediary systems, custom front end application or access via other technical interface.
d. Accessing the Licensor's software via a third-party application or custom front end application that may or may not activate the Licensor's software; provided, however, that any access permitted in foregoing clauses a. though d. shall be solely in support of DOD's mission.

48.   **Finality of Terms:** This Agreement and any attachments to this Agreement will be the sole document governing the granting of licenses between DOD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.

DoD ESI Master License Agreement

In witness whereof, the parties have executed this Agreement, including all Exhibits, as of the date of the last signature below by their respective duly authorized representatives.

Agreed to by: ANCHORE, INC.

Signature: _DocuSigned by:_ JMartinko 7979447ADD99421... _____

Name: Jeanmarie Martinko _____

Title: SVP, Operations and Finance _____

Date: 3/12/2024 _____

Agreed to by: DEPARTMENT OF DEFENSE

Signature:_____

Name: Lawrence R. Mark _____

Title: Contracting Officer _____

Date: 3/13/2024 _____

EXHIBIT A

This is Exhibit A (Anchore Software License and Services Agreement) to that certain DoD ESI Master License Agreement by and between Anchore, Inc. and the U.S. Department of Defense ("DoD"), effective as of _____ ("DoD ESI MLA"), all the terms and conditions of which hereby are incorporated by reference herein. Capitalized terms used but not defined in the MSSA (defined below) shall have the respective meanings ascribed thereto in the DoD ESI MLA, Schedules.

Anchore Software License and Services Agreement

Version: 20220902

This Anchore Software License and Services Agreement, along with all Order Forms (defined below), Schedules (defined below) hereto, and SOWs (defined below) in connection herewith, and all amendments to any and all of the foregoing (all the foregoing, collectively, the "MSSA"), is made by and between Anchore, Inc. ("Anchore", "Us", "We", or "Our") and the United States Government acting through the United States Department of Defense, its components thereof (Government," "DoD," or "Customer" are used interchangeably, its Affiliates (each a "Party" and together the "Parties") and governs Customer's relationship with Anchore, Inc., for the provision of Anchore Products and Services.

1. Definitions

1.1. "Anchore Enterprise" means the Anchore Software and any Support Services provided as part of the Subscription(s), all as described in more detail in Schedule B (defined below), which (i) Customer may access online at https://anchore.com/legal/ and (ii) hereby is incorporated by reference herein to the extent that the applicable Order Form executed by a DoD Contracting Officer or a Contractor given a FAR 51 delegation for the applicable Subscription(s) indicates that Customer ordered the Anchore Enterprise product(s).

1.2. "Anchore Enterprise (Federal Edition)" means the Anchore Software, proprietary Anchore policy bundles, and any Support Services provided as part of the Subscription(s), all as described in more detail in Schedule B (defined below), which (i) Customer may access online at https://anchore.com/legal/ and (ii) hereby is incorporated by reference herein to the extent that the applicable Order Form for the applicable Subscription(s) indicates the Customer ordered the Anchore Enterprise (Federal Edition) product(s).

1.3. "Affiliate" as pertains only to Customer means any entity authorized to buy Products off of the NASA SEWP Agency Catalog and NASA SEWP Contract, such Products shall be used for, or on behalf of, the DoD. If given a FAR 51 delegation but only to the extent in support of the DOD mission. "Affiliate" as pertains only to Anchore means any entity that controls, is controlled by, or is under common control with Anchore.

1.4. "Anchore Partner" or "DoD ESI Reseller" means the entity from whom you place your order for Products under the DoD ESI Agreement.

1.5. "Beta Previews" **[RESERVED]**

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. For the purposes of this definition it is agreed to by Anchore that the Government cannot agree to license terms regarding forward looking/inchoate intellectual property that does not exist at the Agreement/Order execution.

1.10.   "Fees" means the amounts to be paid in accordance with the NASA SEWP Agency Catalog by Customer to authorized Anchore Reseller for the Anchore Products or Services.

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 each written Order Form(s) executed by a Contracting Officer with an authorized Anchore Reseller.

1.14.   "Parties" means references to Anchore and DoD Customer collectively. Each may be referred to individually as a "Party."

1.15.   "Professional Services" **[RESERVED]**

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 or some, as applicable, of (i) Schedule A - Anchore Enterprise Description ("Schedule A"); (ii) Schedule B - Anchore Enterprise (Federal Edition) Description ("Schedule B"); (iii) Schedule C - Professional Services ("Schedule C") **[RESERVED]** ; (iv) Schedule D - Technical Account Manager ("Schedule D") **[RESERVED]**; (v) Schedule E - QuickStart Services ("Schedule E") **[RESERVED]**; and (vi) Schedule F - Technical Account Engineer ("Schedule F") **[RESERVED]**.

1.18.   "Anchore Software" or "Software" shall have the meaning ascribed thereto in Schedule B (Anchore Enterprise (Federal Edition)).

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.

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, specified under the "SKU Description" column in the applicable Order Form.

1.21.   "Subscription Term" shall have the meaning set forth in Section 10.2 (Subscription Term) hereof.

1.22.   "Support Services" means the maintenance and support services for the Products as set forth in the "Post-Implementation Support Services" section of Schedule B - Anchore Enterprise (Federal Edition) Subscription.

1.23.   "Technical Account Engineer" **[RESERVED]**

1.24.   "Technical Account Manager" **[RESERVED]**

1.25.   "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 MSSA.

1.26.   "User" means a Customer 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.

1.27.   "Products" means, whether individually or collectively, as the case may be, Anchore Enterprise (Federal Edition), Enterprise Feed Service, Support Services, and Documentation.

1.28.   "Pre-Approved Third Party" means 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 DoD ESI MLA and this MSSA.

2. License Grant; Ownership

2.1. *Software License Grant.* Subject to the terms and conditions of the MSSA, Anchore grants to Customer, during the applicable Subscription Term designated on the applicable Order Form, a limited, non-exclusive, non-transferable (except to the extent permitted in Section 15 of the DoD ESI MLA, and non-sublicensable license to install (only on computer servers 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 "Backup Software and Documentation" section in the DoD ESI MLA and solely for Customer's lawful internal business purposes.

2.2. *License Restrictions.* Except as otherwise expressly permitted in the DoD ESI MLA, 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 as a component part thereof, whether by integration, interfacing, or otherwise; (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 the Customer or Pre-Approved Third Parties to access or use the Products or Enterprise Feed Service or Documentation; provided that all such Pre-Approved Third Parties are bound by the terms of this Agreement and DOD remains liable for any breach of the terms of this Agreement by such Pre-Approved Third Parties ; (f) circumvent or disable, or attempt to circumvent or disable, 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 other than internally within the scope of Customer's business operation, or associated or in connection with, the Products, Enterprise Feed Service, or Documentation; (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 unless either rights or terms are contrary to federal law. 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; provided, however, that the foregoing in this sentence shall not apply to any such terms, conditions, or notices that are contrary to federal law.

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 MSSA 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 shall be owned by Anchore. In addition, if not otherwise agreed to in writing by Anchore and Customer in advance, then all right, title, and interest in and to all improvements, modifications, derivative works and compilations of the foregoing in this Section 2.4 (Ownership) shall be owned by Anchore. 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 MLA or otherwise. Notwithstanding anything to the contrary herein or in any Order Form, 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 MSSA.

3. **Payment:** Payment terms to compensate Anchore for the Products and any services provided by Anchore hereunder are set forth in Section 42 (Payment and Tax Clauses) of the DoD ESI MLA.

4. **Support Services:** Anchore shall provide Support Services for the Products during the applicable Subscription Term designated in the applicable Order Form.

5. **Audit; Verification: Audit provisions are set forth in Section 19 (Audit Responsibilities) of the DoD ESI MLA.**

6. **Limited Warranties**

   Anchore does not warrant that Customer's use of the Software will be interrupted or that the operation of the Software will be error free. The warranty in this Section 6 (Limited Warranties) will not apply if Customer modifies the Software or uses the Software in any way that is not expressly permitted by the Documentation. Anchore's only obligation and liability, and Customer's only remedy, for any breach of the warranties in this Section 6 (Limited Warranties) will be, at Anchore's option and expense, to either (i) repair the Software; (ii) replace the Software; or (iii) terminate the 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.

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 hereof, shall maintain, the legal power and authority to enter into and continue to perform under the MSSA; (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 MSSA to comply with all applicable laws, rules, and regulations in connection herewith; and (iii) the MSSA and each Order Form executed by a DoD Contracting Officer or an affiliate to bind such Party in all respects to the terms and conditions of the MSSA and Order Form.

Warranty Disclaimer. THE PARTIES ACKNOWLEDGE THAT PRODUCTS-RELATED WARRANTIES ARE SET FORTH IN SECTION 7 (PRODUCT WARRANTY) OF THE DOD ESI MLA. SUCH WARRANTIES ALONG WITH 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*. All of Anchore's indemnification obligations to Customer are set forth in Section 4 (Patent, Copyright, Trademark, and Trade Secret Protection) of the DoD ESI MLA.

7.2. *Customer*. Customer hereby acknowledges its representation and agreement in Section 3 (Indemnification) of the DoD ESI MLA.

8. Limitation of Liability: The Limitation of Liability provisions of the Agreement are set forth in Section 8 of the DoD ESI MLA.

9. Confidentiality: Subject to Section 11 (Confidentiality) of the DoD ESI MLA:

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 under appropriate written agreements 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; and (iii) who are informed of the obligations imposed on such Party under this Article 9 (Confidentiality). 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.

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. *Master Agreement Term.* The term of the Master Agreement commences on the Master Agreement Effective Date and will continue in effect until its expiration or termination pursuant to and in accordance with the provisions hereof ("Term"); provided, however, that, if the Master Agreement expires or is terminated (Termination provisions of the Agreement are set forth in Section 9 (Termination) of the DoD ESI MLA) before the expiration or termination of any then-current Subscription Term under an applicable then-current Order Form(s), then such Order Form(s) will remain in full force and effect, and the terms and conditions of the Master Agreement shall remain in full force and effect solely for purposes of, and only to the extent incorporated by reference in, such Order Form(s), subject to the respective terms and conditions thereof; provided further, however, that, for any such termination hereof are subject to the Termination provisions of the Agreement set forth in section 9 of the DoD ESI MLA. Anchore shall have the right, but not the obligation, to immediately terminate any or all then-current Order Form(s) and related Subscriptions without further obligation or liability to Customer. Except to the extent expressly provided otherwise in the Master Agreement, any and all rights granted to Customer in the Master Agreement shall terminate immediately upon any termination or expiration hereof.

10.2.   *Subscription Term.* The initial term of each Subscription shall begin on the effective date of the applicable Order Form ("Order Form Effective Date") and, unless terminated earlier in accordance with the provisions hereof or thereof, shall continue for the term set forth therein ("Subscription Initial Term"). The Parties acknowledge and agree that Section 35 of the DoD ESI MLA (Ineffective Provisions) renders ineffective any provisions that automatically renew the Subscription Initial Term; however, by mutual written agreement of the Parties, the Parties may renew such Subscription Initial Term for one or more consecutive renewal terms (each a "Subscription Renewal Term" and any and all such Subscription Renewal Terms along with the Subscription Initial Term, collectively, the "Subscription Term"). ; Upon any expiration or termination of the applicable Subscription Term, Customer (i) immediately shall de-install and destroy all Anchore Property (and all copies thereof) in Customer's possession, custody, and/or control or otherwise provided to Customer for all such Subscriptions and (ii) immediately shall cease and desist from, and cause all its Users to cease and desist from, all access to and use of such Anchore Property for all such Subscriptions and (iii) shall certify in writing to Anchore as to such de-installation, destruction, and cessation promptly after completion thereof.

10.3.   *Survival*. The following provisions of the Master Agreement shall survive any termination or expiration hereof: Section 2.4 and Articles 1, 3 (to the extent of any unpaid amounts due and owing to Anchore hereunder), 5, and 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.* Section 2 (Choice of Law; Venue) of the DoD ESI MLA will govern choice of law and venue determinations under the Agreement.

11.2.   *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 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 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 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.

11.3. *No Publicity without Permission*. See Section 12 (Publicity/Advertisement) of the DoD ESI MLA.

11.4. *Assignment*. See Section 17 (Rights of Survivorship of the Agreement) of the DoD ESI MLA.

11.5. *Notices*. All notices under this Agreement are required to be sent either through the Reseller or Licensor via electronic delivery to the end user and to the DoD ESI Software Product Manager. 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 Master Agreement or the applicable Order Form, unless a Party notifies the other Party that those addresses have changed.

Anchore, Inc.
Attn: Tim Zeller
800 Presidio Avenue, Suite B

Santa Barbara, CA 93101

(tzeller@anchore.com)

11.6.   *Force Majeure*. See Section 9.a. of the DoD ESI MLA.

11.7.   *Independent Contractors*. The Parties shall be each independent contractors with respect to the subject matter of the MSSA. Nothing contained in the MSSA 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

11.8.   *Waiver*. A Party's obligation(s) under the MLA can be waived only in a writing signed by each Party's duly authorized representative, 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.

11.9.   *Entire Agreement*. See preamble paragraph in DoD ESI MLA.

11.10.   *Amendments*; Any and all amendments to the Agreement shall be of no force or effect, unless and until such amendments are memorialized in a written agreement executed by the parties' respective duly authorized representatives.

11.11.   *Severability*. If any provision of the MSSA is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the Parties agree to permit such court to modify or reform the MSSA to resolve such issue while giving as much effect as possible to the Parties' original intent with respect to the legal and non-legal effect of that provision. Any provision hereof that cannot be modified or reformed in this manner automatically will be deemed deleted here from, and the remaining provisions of the MSSA will continue in full force and effect.

11.12.   *No Third Party Beneficiaries.* Unless otherwise expressly and specifically stated herein, the terms of this MSSA 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.

Exhibit 2

Schedule B - Anchore Enterprise (Federal Edition) Subscription

Version: 20220411

This Schedule B - Anchore Enterprise (Federal Edition) Subscription, along with Appendix A - Anchore Software Supported Versions ("Appendix A") and Appendix B - Subscription Tiers ("Appendix B"), both of which are attached hereto and hereby are incorporated by reference herein (all the foregoing, collectively, "Schedule B"), shall constitute a "Schedule", as defined in that certain Anchore 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, "MSSA"), all the terms and conditions of which hereby are incorporated by reference in this Schedule B. All capitalized terms used but not defined in this Schedule B shall have the respective meanings ascribed to such terms in the MSSA, Schedules.

1. Definitions
    1.1. "Anchore Enterprise (Federal Edition)" shall have the meaning ascribed thereto in the MSSA.
    1.2. "Anchore Software" or the "Software" refers to the combined open source software and Anchore's proprietary software, all as explained in more detail in Section 3.2 of this Schedule B 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. The Government cannot agree to "Out-of-Scope Services", and any services performed must be IAW this Agreement, the order, and underlying NASA SEWP contract.
    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 MSSA.
2. Description
    2.1. Anchore Enterprise (Federal Edition) 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 MSSA and this Schedule B.
    2.2. A "Subscription" as referred to herein and in the MSSA shall consist of
        2.2.1. A base subscription identified by tiers named Non-Profit/Edu/Local Govt, Basic, or Premium, which include the respective capabilities set forth in Appendix B (collectively, "New Tiers" and together with Legacy Tiers, collectively, "Tiers"), and such New Tiers shall apply only to (a) Software licensed by, and corresponding Software Subscriptions issued to Customer and (ii) any renewals of any such

Subscriptions.

2.2.2.   Optional base subscription add-ons ("Add-Ons) for New Tiers include:

    2.2.2.1.   Policy Packs to provide predefined rules for use with the base subscription.

    2.2.2.2.   Capability add-ons which provide additional features to the base subscription.

    2.2.2.3.   US-only support which restricts the Anchore employees responding to support tickets to US-based personnel only.

2.2.3.   Subscription Tier names are subject to change; however, the applicable Subscription entitlement for a given Tier shall remain the same during the applicable Subscription Term.

2.3.   Support Services (as defined herein below) 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, 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 MSSA and this Schedule B.

3.2.   The Anchore Software includes the components identified at https://docs.anchore.com/current/

3.3.   Entitlement to certain features is limited by Tier as described in Appendix B

3.4.   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 MSSA (collectively, "Pre-Approved Third Parties").

3.5.   Subscription rules.

3.5.1.   Each deployment of Anchore Software ("Deployment") must have at least one valid Subscription associated with it.

3.5.2.   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 or Subscriptions with different Add-Ons.

3.5.3.   Subscription(s), including associated Add-Ons, 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.

3.5.4.   A Deployment may not exceed usage of the aggregate number of analyzers entitled via the Subscription(s) associated with it.

3.5.5.   A single Deployment, independent of the number of analyzers used, may not exceed more than 3,000 images scanned per month in two consecutive months.

3.5.6.   Each and every Subscription associated with the same Deployment must have the same Add-Ons.

3.6.   [Reserved.]

3.7.   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.

3.8.   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.

3.9.   In addition to any Subscription license that Customer purchases for production use of the Software in accordance with the MSSA, including without limitation Section 2 (License Grant; Ownership) thereof, Customer will also be entitled to one Subscription license, which shall be (i) used solely for pre-production use-cases and (ii) otherwise subject in all respects to the provisions of the MSSA ("Pre-Production License"). The Pre-Production License may be used

with any number of pre-production deployments for use-cases such as development, staging, or testing of the Software – *e.g.*, Update testing of the Software before placing it into a production environment or integration testing of the Software with other tools prior to production deployment; provided, however, that in no event shall the Pre-Production License be employed for any production use of the Software. Customer will be entitled to no more than one (1) Pre-Production License per Order Form. Customer shall make any and all settings in the configuration of the applicable pre-production deployment that Anchore reasonably requires to indicate that such deployment uses a Pre-Production License. Anchore agrees to exercise commercially reasonable efforts to provide Customer technical assistance with the use of the Pre-Production License; provided, however, that Support Services (as defined below) shall apply only to Customer's production use of the Software in accordance with the MSSA.

4. Implementation Support Services

4.1. Each Subscription will include the following services provided by Anchore's Services Team, the scope of which, in each case, will be determined by Anchore as required for the needs of such case (collectively, "Implementation Support Services"):

4.2. At a mutually-agreeable time during the Subscription Initial Term, Anchore will provide to Customer:

4.2.1. implementation assistance, consisting of an evaluation and assessment of the Customer's computer environment in order to (i) ensure that no obvious issues exist that might adversely impact (a) the operation of the Anchore Software in accordance with its Documentation, (b) anticipated number, as well as frequency and size, of images to be scanned, and (c) scaling objectives, among other things and and (ii) to provide for proper implementation of Anchore Software in the Customer's environment; provided, however, that Anchore shall have no direct access to any of Customer's computer systems in connection with such evaluation and assessment without Customer's prior written consent, which Customer may withhold in its sole and exclusive discretion.

4.2.2. an architecture review upon reaching the half-way point of the first year of Customer's Subscription. This review is designed to evaluate and provide reasonable remediation assistance in the following areas: (a) operational health of the Customer's deployment, including resource and infrastructure sizing best practices, database health, vulnerability feeds health, upgrade assessment and assistance; (b) integration health check and best practices, including continuous integration and automated image scanning; (c) security posture health.

4.2.3. At a mutually-agreeable time during each Subscription Renewal Term, if any, Anchore will provide to Customer:

4.2.4. a Deployment check-in that is intended to (1) evaluate, among other things, any growth and scale objectives, as well as future goals, anticipated by Customer for its computer environment and (2) assist in Customer's accomplishment of those objectives and appropriate execution of those plans.

4.2.5. An architecture review similar to that conducted during the first year of Customer's Subscription, as described above.

4.3. "Support Services" as used herein and in the MSSA shall mean the Implementation Support Services described above and the Post-Implementation Support Services, as defined in Section 5 below, collectively.

4.4. Hours devoted by Anchore to provision of any of the foregoing Implementation Support Services shall be in Anchore's reasonable discretion and in consultation with Customer in

keeping with Anchore's findings and Customer's needs (collectively, "Basic Implementation Support Services Hours"). Any work in addition to that provided by Anchore in the Basic Implementation Support Services Hours that Customer requests, and Anchore is willing to provide, for Implementation Support Services shall be set forth in and subject to a separate SOW (as defined in the applicable MSSA).

4.5. As a condition to Anchore's provision of any Support Services to Customer hereunder, Customer shall provide Anchore adequate access to Customer's computer environment so that Anchore can perform such Support Services.

5. Post-Implementation Support Services
 5.1. Scope of Support
  5.1.1. Post-Implementation Support Services consist of assistance and response with respect to post-implementation 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 Post-Implementation Support Services do not include assistance for architecture design or review or for performance reviews and/or assessments.
  5.1.2. In order for Anchore to provide Post-Implementation 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 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.
  5.1.3. In no event shall Post-Implementation Support Services include any maintenance of, or support for, any hardware or third-party software.
  5.1.4. 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.
  5.1.5. Anchore is not obligated to provide Post-Implementation 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 MSSA or any Order Form; (b) the issue requiring such services arises out of or relates to any negligence, intentional misconduct or breach of the MSSA 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; (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 MSSA; or (d) Customer has not paid the Fees when due under, or otherwise is in breach of, the MSSA or any

Order Form.

5.2. Establishment of Support Services

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

    5.2.2. Support Contacts

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

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

        5.2.2.3. Customer may modify its designated Named Contacts at any time during the applicable Subscription Term by notifying Anchore in writing via the processes communicated during the Service Establishment.

        5.2.2.4. 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.

5.3. SLA for Support Services

    5.3.1. 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:

SLA	**Premium**	**Standard**
Time Coverage	24 hours per day, 7 days a week	9am-5pm per day (EST or GMT based on Customer specified location), Mon-Fri
Priority One (Urgent)	2 hours	2 business hours
Priority Two (High)	8 hours	12 hours
Priority Three (Normal)	1 business day	2 business days
Priority Four (Low)	2 business days	4 business days

    5.3.2. Priority Definitions:

5.3.2.1. Priority 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.

5.3.2.2. Priority 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.

5.3.2.3. Priority 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.

5.3.2.4. Priority 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.

5.3.3. Escalation Procedures

5.3.3.1. 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.

5.3.3.2. 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.

5.3.3.3. 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"). The VP will consider the case and take appropriate measures to mitigate the issue.

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

5.3.4. Hot Fixes:

5.3.4.1. 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)

5.3.4.2. 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.

5.3.4.3. 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.

5.4. Defect Escalation

    5.4.1. 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.

    5.4.2. 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.

5.5. Out-of-Scope Services

    5.5.1. 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:

        5.5.1.1. 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.

        5.5.1.2. 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 or "SOW").

        5.5.1.3. 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.

        5.5.1.4. 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.

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

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

        5.5.1.7. 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.

        5.5.1.8. Appendix A – Anchore Software Supported Versions

This is Appendix A to that certain Schedule B - Anchore Enterprise (Federal Edition) Description to the MSSA 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 MSSA, Schedule B, or the applicable Order Form, as the case may be.

Lifecycle

Anchore Enterprise (Federal Edition) 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 (Federal Edition) as they become available.

Product Version	GA End of Support
Anchore Enterprise (Federal Edition) v3	September 22, 2022
Anchore Enterprise (Federal Edition) v4	September 22, 2023 **OR** 6 months after the GA of v5, whichever is later

Supported Environments

Anchore Enterprise (Federal Edition) 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)

Appendix B - Subscription Tiers

This is Appendix B to that certain Schedule B - Anchore Enterprise Description to the MSSA between Anchore and Customer. All capitalized terms used but not defined or otherwise described in this Appendix B shall have the respective meanings ascribed to such terms in the MSSA, Schedule B, or the applicable Order Form.

Descriptions of various terms used in the table below are as follows:

Policy Packs: predefined collections of private and/or U.S. government cybersecurity policy rules.

Support SLA: as described in Section 5.3 of Schedule B.

US-based support: one or more individuals who are employed by Anchore to provide Support Services and are United States nationals and live in the United States or any of its territories.

Windows/.NET: ability to scan Windows containers images and get vulnerability data for .NET packages.

Capability	Tiers		
	Non-Profit/EDU/Local Government	Basic	Premium
Scanning			
Runtime Image Monitoring		Add-On	✓
Windows containers & NuGET support			✓
Compliance			
STIG checks		Add-On	✓
Policy Packs			
CIS	✓	✓	✓
NIST/CISA	✓	✓	✓
DOD/Iron Bank		Add-On	✓
FedRAMP		Add-On	Add-On

Support			
Standard SLA (8x5)	✓	✓	
Premium SLA (24x7)			✓
US-based support		Add-On	Add-On