



GCloud Services Terms and Conditions

Between

Somerford Associates Limited

AND

XXXXXXX (Client)

Dated xx/xx/xx

Introduction

This time and materials Services Agreement ("Agreement") is between Somerford Associates ("Somerford") and xxxxxxxxxxxxxxxx ("Customer"). This Agreement defines the scope of the services ("Services") that Somerford Associates will provide to the Customer.

Project Summary

To be completed for each project

Project Conditions

- Services are performed on a "time and materials" basis. The cost set out in this Agreement is a "not to exceed" amount. Should any items require additional time to complete then an additional Agreement will be agreed by both parties.
- The Customer will provide remote access via WebEx, MS Teams or another comparable remote access solution to the Somerford Engineer in order to facilitate the delivery of offsite Services and/or troubleshooting as required.
- Every effort has been made to account for whether a particular service will be delivered offsite or onsite. However, in certain circumstances, services previously designated as "onsite" may be performed remotely (offsite) and in such case no credit for the difference in the fees associated with these different "day types" will be provided to the Customer.
- If after six months from the date of the Effective Date there remain unused/undelivered days of services, the Customer will contact Somerford Associates to discuss scheduling services for those days. Unless otherwise agreed in writing, any unused and unscheduled days of services will expire one year from the date of the signing of this SOW, at which point Somerford Associates will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

Requirements

Please itemise each requirement, providing a name and description for each individual work item.

Work Item Name	Work Item Description

Contacts

	Name	Email	Phone
Somerford Commercial			
Somerford Technical			
Client Management			
Client Technical			

Client Responsibilities

The work will be performed under the scope as defined in this Agreement. The Agreement is subject to the following assumptions:

The client

- will provide access to equipment and personnel (including technical resources) necessary to complete the project. These resources will be provided when they are needed in order to avoid project delays.
- will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with change request processes as well as have the authority to expedite if necessary.
- must provide Somerford a one (1) week notice for any cancellation or change of scheduled services or they will be charged for the originally scheduled time and any applicable travel change fees.
- will provide Somerford with access to the required servers and software to complete the Agreement requirements.
- will provide the Somerford consultant(s) with either access to the Internet or access to a computer with access to the Internet as required.
- prior to the testing phase, the Customer is responsible for producing the necessary testing scenarios.
- will either provide Somerford with a client contact that has the proper administrative access to all applications and servers and will have the ability to reboot servers as necessary within twenty-four (24) hours of request or will provide Somerford with this capability.
- will ensure all systems meet the minimum system requirements.
- will ensure all systems and applications that are part of the SOW must be on supported platforms.

Amendment to the Scope

During the performance of the engagement, certain issues may arise that effectively prevent the completion of the work outlined in this Agreement within the planned time frame, such as, but not limited to, hardware or network failures or outages in the Client's environment, problems with the Client's in-house or third-party software, or the unavailability of key Client personnel. If this situation occurs, the designated Somerford Consultant will work with the Client to identify and document the scope change, its impact on the project approach, timing, fees, resources, and the quality of project results. Somerford will document this and any change in scope must be agreed to in writing prior to Somerford reengaging on the project and will require the signature of both

Somerford and the Client. Any other problems, disputes or issues arising during this engagement should be communicated as soon as possible after identification to the designated Somerford Consultant for resolution.

Fees

Somerford professional services rates are as per the G-Cloud 15 price list. All prices are quoted exclusive of VAT

Payment

Invoices are to be paid within 30 days from the invoice date.

Duration

Somerford estimates that the Agreement will require the following number of professional services days to complete.

Quote

x days of professional services * £x's

Data Processing

Subject Matter of Processing

Personal and Commercially sensitive Data relating to [ADD DETAILS] which Somerford may process in carrying out its legitimate business interests and obligations under this SoW.

Duration of Processing

For the later of Somerford's fulfilment of its obligations to the Customer or termination of this SoW.

Nature of Processing

Collection, and such organisation, adaptation, storage, retrieval, consultation, use, disclosure, making available, restriction, erasure and destruction as is necessary for the fulfilment of this SoW.

Purpose

Carrying out Somerford's legitimate business interests and obligations to the Customer pursuant to this SoW.

Data Subject Types

Customer employees, economic and financial documents, system logs or data provided in confidence by customers for the fulfilment of this SoW.

CHAINGUARD

MASTER SERVICE AND LICENSE AGREEMENT

Please read this master service and license agreement (“**MSLA**”) carefully before purchasing and/or using Products or Services (both as defined below) offered by Chainguard, Inc. (“**Chainguard**”). By mutually executing one or more Orders (as defined below) with Chainguard that reference this MSLA or by accessing or using Chainguard’s Products or Services (as defined below) in any manner, you (“**You**” or “**Customer**”) agree to be bound by this MSLA (together with all Orders and any ancillary documents expressly referenced herein or therein, collectively the “**Agreement**”) to the exclusion of all other terms. If You do not agree to all of the following, You may not use or access the Products or Services in any manner.

1. PRODUCTS AND SERVICES

a. Product License Grant. Chainguard grants Customer a limited non-exclusive, non-transferable, non-assignable (except as expressly set forth in this Agreement) and non-sublicensable license to make, use, copy, modify, sell and redistribute the Products for the purposes of this Agreement, subject to the terms of this Agreement, including without limitation, Section 1(c) (Restrictions). Customer is granted a perpetual and worldwide license to any adaptations to the Products authored by Chainguard. All Third-Party Software is licensed by its maintainer under the applicable license. Nothing in this Agreement is intended to limit Customer’s rights under, or grant Customer rights that supersede, the terms of any Third-Party Software.

b. Access to Services. During the subscription term of an applicable Order and the provision of any Interim Services (as defined below), but subject to Customer’s compliance with the terms of this Agreement, Chainguard shall make available for Customer’s use and access the Services specified in the applicable Order, solely for Customer’s internal business needs, and not for any other purpose, unless expressly authorized in such Order. Notwithstanding the foregoing, Chainguard may suspend the Services at any time if Chainguard reasonably believes Customer’s access to or use of the Services poses a security risk to or may adversely impact the Products or Services or in the event of a breach of Section 1(c) (Restrictions).

c. Restrictions. Customer agrees not to, and not to allow any third party to: (i) remove or otherwise alter any proprietary notices or labels from the Products or any portion thereof, other than as required pursuant to clause (iii) below; (ii) rent, sell, resell,

distribute or otherwise provide the Products or Services, in whole or in part, to third parties either a) as embedded in Customer's products and services, in a manner that allows any such third parties to reverse engineer such Products, or b) as a stand-alone product or service; (iii) distribute the Products or any portion thereof in a manner that references Chainguard's Marks or in any way suggests or implies that Customer's distribution of Products or any portion thereof, is the same as Chainguard's or performs the same functions in the same way as when delivered directly by Chainguard to any proposed distribution recipient; (iv) use or access the Products or Services for the purpose of developing or offering competitive products or services to that of Chainguard; or (v) violate Chainguard's Acceptable Use Policy. Customer's violation of this Section constitutes a breach of this Agreement, but will not affect Customer's rights under any licenses governing the Third-Party Software.

d. Evaluations and Technology Previews. From time to time, Customer may have the option to: (i) use the Products and Services on a no-fee basis as part of a free trial or evaluation ("**Evaluations**"); or (ii) have early access to certain Chainguard services, products, features, or documentation, in each case, while in beta phase and/or prior to being made or offered as generally available to the public (collectively, "**Technology Previews**"). Notwithstanding anything to the contrary in this Agreement, Evaluations and Technology Previews are expressly provided "AS IS" and excluded from any and all representations, warranties, indemnification obligations, service level agreements, or other support obligations set forth in this Agreement or otherwise applicable to the Products and Services hereunder. Each of Customer and Chainguard may terminate access to Evaluations and Technology Previews at any time. Without limitation to any other terms applicable thereto, Chainguard reserves the right to: (1) withdraw, update, change, or otherwise modify; (2) not release as a commercial product; and (3) market, publicize, or make available to other customers, any Technology Previews. Nothing in this Agreement shall be deemed to convey to Customer the right or license to use a commercially released version of Technology Previews or any components thereof, and any such use shall be subject to the Order (and Fees) applicable thereto.

e. Product Modifications and Derivative Works. Customer may modify, adapt, or create derivative works based on the Products; provided, however, that any such modified versions, adaptations, or derivative works (collectively, "**Modified Products**") shall not be deemed "Products" under this Agreement and shall be excluded from all warranties, support obligations, maintenance services, and other commitments provided by Chainguard hereunder, except as expressly set forth by Chainguard in writing. Chainguard shall have no liability or responsibility for Modified Products,

including without limitation their performance, functionality, security, or compliance with applicable laws or regulations.

2. INTELLECTUAL PROPERTY RIGHTS

a. Ownership. Chainguard (and other licensors) own all rights, title, and interest, including all intellectual property rights, in the Products, the Services, and the Chainguard Marks and Logos (as defined in the Trademark Use Policy).

b. Feedback. Customer may from time to time voluntarily provide suggestions, comments, or other feedback to Chainguard with respect to the Products or Services ("**Feedback**"). Customer hereby grants to Chainguard a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty- free, fully paid up license to use and exploit Feedback for any purpose.

3. FEES AND PAYMENT

a. Fees. Customer shall pay to Chainguard all fees as set forth in each applicable Order(s) (collectively, the "**Fees**"). Except as expressly set forth in this Agreement, Fees are non-refundable.

b. Payment Terms. Chainguard shall invoice Customer in accordance with the billing frequency stated in the applicable Order. Fees are payable in United States dollars and as provided in an Order. In the event of late payment by Customer (other than with respect to any portion that is the subject of a bona fide dispute between the parties), Customer shall pay interest on the amount owed at the lesser of a rate of 1% per month or the highest rate allowed by applicable law, compounded on a daily basis from the due date of payment until the date of actual payment. If the parties are unable to resolve any bona fide payment dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute.

c. Taxes. Fees are exclusive of taxes (including sales, use, value-added, and similar transaction-based taxes, or other similar government assessments of any nature), and Customer is responsible for all such taxes (excluding any taxes based on Chainguard's income). Without limiting the foregoing, in the event that Customer is required to

deduct or withhold any taxes from the amounts payable to Chainguard hereunder, Customer shall pay an additional amount, so that Chainguard receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

d. Customer's Use of a Reseller/Marketplace. In the event Chainguard agrees in advance and in writing to Customer's use of an authorized reseller (including any third-party marketplace) for its provision of Products and Services hereunder: (i) Chainguard will only be obligated to make Products and Services available to Customer if Chainguard and such authorized reseller have executed an order for such purchase (or applicable marketplace terms, in the case of a third-party marketplace), (ii) all payments of Fees, refunds, and credits, if any, are payable by or to such authorized reseller and are subject to either: (1) the terms of the order between Customer and such authorized reseller; or (2) in the case of a third-party marketplace, the marketplace terms and the terms of the Order between Customer and Chainguard, provided that in either case, Customer shall remain liable in the event such authorized reseller fails to pay Chainguard any amounts owing; and (iii) Customer agrees and acknowledges that no such reseller is authorized to make any changes to this Agreement or is otherwise authorized to make any warranties, representations, promises, or commitments on behalf of Chainguard or in any way concerning the Products or Services.

4. CONFIDENTIALITY

a. Definition. "**Confidential Information**" means any information that one party (the "**Disclosing Party**") provides to the other party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered as confidential given the nature of the information and/or the circumstances of disclosure. Confidential Information will not include any information or materials: (i) made generally available to the public without breach of this Agreement; (ii) developed by the Receiving Party independently from and without reference to the Disclosing Party's Confidential Information; (iii) disclosed to the Receiving Party by a third party without restriction; or (iv) in the Receiving Party's lawful possession prior to the disclosure.

b. Protection and Use. The Receiving Party agrees: (i) to use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information (but not less than reasonable care); (ii) not to use or disclose the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement; and (iii) except as otherwise authorized by the Disclosing Party in writing,

to limit access to Confidential Information to those of its employees, contractors, and advisors who need access for purposes consistent with this Agreement and have signed confidentiality agreements not materially less protective than those herein.

c. Compelled Disclosure. The Receiving Party may disclose the Disclosing Party's Confidential Information as required by law or court order; provided that the Receiving Party uses reasonable efforts to give written notice prior to disclosure.

d. Injunctive Relief. Each party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining orders, or preliminary or permanent injunctions, in addition to all other remedies, for any violation or threatened violation of this Section.

5. ACCESS TO PRODUCTS AND SERVICES

a. Means of Accessing Products and Services. Customer acknowledges that the Products and Services are generally accessed and deployed by Customer on Customer's premises, and to that end, Chainguard does not and shall not be authorized by Customer to access any of Customer's internal data or systems.

b. Limited Personal Data. The parties acknowledge that their respective personnel may provide certain personal data (e.g., business contact information) to the other, including for purposes of facilitating performance under this Agreement. The processing of such personal data shall be governed by the privacy notices of the receiving party, and not this Agreement. Neither party shall provide personal data under this Agreement where the processing of such data by the other party would require that party to act as a 'data processor', 'service provider', or in a substantially similar capacity pursuant to a written agreement required under applicable data protection laws (e.g., GDPR or CCPA). If the parties wish to enter into such data processing arrangement, they will work together in good faith to amend this agreement, as is reasonably required to comply with the applicable data protection laws.

6. WARRANTIES

a. Services Warranty. Chainguard warrants that the Services will be performed in a professional and workmanlike manner by qualified personnel and Chainguard, at its sole expense and as Customer's sole and exclusive remedy (but without limitation to

any other additional remedies that may be expressly set forth in the applicable Service Policies), will promptly re-perform any Services that fail to meet this express warranty.

b. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; and (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party.

c. Disclaimer of Warranty. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6 (WARRANTIES) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND CHAINGUARD DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES THAT THE PRODUCTS OR SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE ERROR-FREE OR WITHOUT INTERRUPTION, BE FREE OF SECURITY DEFECTS, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE.

7. TERM AND TERMINATION

a. Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the express terms of this Agreement or any Order (“**Termination**”), continues until all Orders and any Interim Services hereunder have expired or been terminated (“**Term**”). Subject to termination of an Order as set forth in Section 7(b) (Termination), in the event a given Order is not renewed for a consecutive subscription term under a new Order immediately following the subscription term of such lapsed Order and Customer continues accessing the Services (“**Lapsed Order**”), Services provided under such Lapsed Order will be deemed to continue on a month-to-month basis in accordance with the terms of such Lapsed Order at Chainguard’s then-applicable rates for such Services (“**Interim Services**”) until the earlier of: (i) a subsequent Order being entered into by the parties; or (ii) the provision of Interim Services is terminated by either party in writing upon fifteen (15) calendar days’ notice to the other party.

b. Termination. This Agreement and any Order hereunder may be terminated: (i) by either party if the other materially breaches this Agreement and does not remedy such breach within thirty (30) days following receipt of written notice of such breach; or (ii) by either party upon written notice to the other party if the original party makes or attempts to make any assignment for the benefit of its creditors or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, or liquidation.

c. Effect of Termination. Upon expiration or termination of this Agreement and/or an applicable Order: (i) Customer's rights to use and access the Services will terminate; and (ii) each party shall return or destroy all Confidential Information of the other party in its possession or control, and will certify the same to the other party upon its written request. Notwithstanding the foregoing, Customer may continue to use the Products previously delivered by Chainguard subject to Customer's continued compliance with the surviving terms of this Agreement and the license terms applicable to any Third-Party Software. No expiration or termination will relieve Customer of its obligation to pay all Fees that may have become due or accrued or entitle Customer to any refund; except in the case of termination of this Agreement by Customer for cause in accordance with Section 7(b) (Termination), in which case Customer shall be entitled to a refund of any prepaid unused Fees for Services purchased hereunder.

d. Survival. The following provisions will survive termination of this Agreement: 1(a) (Product License Grant); 1(c) (Restrictions); 2 (Intellectual Property Rights); 3 (Fees and Payment); 4 (Confidentiality); 5(b) (Data Privacy and Security); 6(c) (Disclaimer of Warranty); 7(c) (Effect of Termination); 7(d) Survival; 8 (Indemnification); 9 (Limitations of Liability); and subsections (f) (Notice), (g) (No Agency), (h) (Governing Law), and (i) (Entire Agreement and Order of Precedence) of 10 (Miscellaneous); and 11 (Definitions).

8. INDEMNIFICATION

a. Indemnification by Customer. Customer will defend Chainguard, its affiliates, and each of their respective officers, directors, employees, and representatives from and against any third-party claim, and indemnify and hold harmless each of the foregoing with respect to any judgement that a court of competent jurisdiction grants such third party or awards such third party as part of a Chainguard-approved settlement thereof,

arising out of or relating to: (i) alleged infringement or misappropriation of a third party's intellectual property rights resulting from any Modified Products; or (ii) use of the Products in violation of the applicable license(s) or use of the Services in violation of this Agreement.

b. Indemnification by Chainguard. Chainguard will defend Customer, its affiliates, and each of their respective officers, directors, employees, and representatives from and against any third-party claim, and indemnify and hold harmless each of the foregoing with respect to any judgement that a court of competent jurisdiction grants such third party or awards such third party as part of a Customer-approved settlement thereof, alleging Customer's use of the Services, when used in accordance with this Agreement, directly infringes or misappropriates a third party's intellectual property rights (an **"Infringement Claim"**). Notwithstanding any other provision in this Agreement, Chainguard shall have no obligation to indemnify or reimburse Customer with respect to any Infringement Claim to the extent arising from: (i) Third-Party Software; (ii) the combination of the Products or Services with any products or services not provided by Chainguard to Customer under this Agreement; (iii) Modified Products; (iv) Customer's failure to use updated versions of the Products or Services made generally available by Chainguard to its customers, which would have otherwise avoided such claim; or (v) Customer's use of the Products or Services after the Term or other than in accordance with this Agreement.

c. Infringement Mitigation. If Chainguard reasonably believes the Services, or any part thereof, may be the subject of an Infringement Claim, Chainguard may, at its sole option and expense, use commercially reasonable efforts to: (i) modify or replace the infringing Services to make them non-infringing; or (ii) procure the right for Customer to continue using the Services. If Chainguard determines that neither alternative is commercially practicable, Chainguard may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. In the event of any such termination, Chainguard will refund to Customer a pro-rata portion of the Fees that have been paid for the affected component. Subject to Section 9 (Limitations of Liability), the rights and remedies set forth in this Section 8 (Indemnification) will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of intellectual property rights in connection with the Products and Services.

d. Notice of Claim and Indemnity Procedure. The party seeking defense and indemnity (the **"Indemnified Party"**) for a claim pursuant to this Section 8

(Indemnification) shall: (i) notify the other party (the “**Indemnifying Party**”) in writing as soon as practicable, but in no event later than thirty (30) days after receipt of the claim; (ii) allow the Indemnifying Party to assume full control of the defense of the claim, including retaining counsel of its own choosing (provided that the Indemnifying Party may not settle any claim in a manner that adversely affects the Indemnified Party’s (or any of that of its affiliates, and each of their respective officers, directors, employees, and representatives) rights, imposes any obligation or liability on any of the foregoing or admits liability or wrongdoing on the part of any of the foregoing, in each case, without the Indemnified Party’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed); and (iii) provide all information and assistance reasonably requested by the Indemnifying Party in the defense of the claim. Subject to the maximum liability set forth in Section 9 (Limitations of Liability), the provisions of this Section 8 (Indemnification) constitute the entire understanding of the parties regarding each party’s respective liability under this Section 8 (Indemnification), including but not limited to Infringement Claims (including related claims for breach of warranty) and each party’s sole obligation to indemnify and reimburse any Indemnified Party.

9. LIMITATIONS OF LIABILITY

a. Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY.

b. General Liability. EXCEPT FOR LIABILITY ARISING FROM EITHER PARTY’S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY’S TOTAL LIABILITY TO THE OTHER PARTY FOR DAMAGES, LOSSES, OR LIABILITY OF ANY KIND EXCEED EITHER CUMULATIVELY OR IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY CUSTOMER TO CHAINGUARD UNDER THE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

10. MISCELLANEOUS

a. Export Control. Customer shall comply with all current applicable export control laws.

b. Assignment. Neither party may transfer and assign its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may transfer and assign its rights under this Agreement without consent from the other party in connection with a change in control, merger, acquisition, or sale of all or substantially all of its assets.

c. Usage. Upon Chainguard's written request up to two (2) times per annum, Customer agrees to provide Chainguard written certification as to the frequency, volume or number of users, use cases, or instances of use of or access, to the Products or Services under any Order then in effect.

d. Force Majeure. Neither party shall be liable for failure to perform any of its obligations under this Agreement (except payment obligations) during any period in which such party cannot perform due to fire, earthquake, flood, any other natural disaster, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, war, embargo, riot, civil disturbance, act of public enemy, act of nature, the intervention of any government authority, any failure or delay of any transportation, power, or for any other similar cause beyond either party's control. In the case of failure to perform, the failing party shall promptly notify the other party in writing of the reason for and the likely duration of the failure. The performance of the failing party's obligations shall be suspended during the period that the cause persists, and each party shall use commercially reasonable efforts to avoid the effect of that cause.

e. Notice. All notices between the parties shall be made to the parties at the addresses (including email) set forth in the most recent Order in effect under this Agreement, or at such other address as may be given in writing by either party to the other in accordance with this Section, and will be deemed to have been received by the addressee upon: (i) personal delivery; (ii) the second business day after being mailed or couriered; or (iii) the day of sending by email, except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier.

f. No Agency. Both parties agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement. Neither party has any authority of any kind to bind the other party.

g. Governing Law. The laws of the State of Delaware shall govern this Agreement without giving effect to the choice of law provisions thereof. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any state

or federal court located in New Castle County, Delaware. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

h. Entire Agreement and Order of Precedence. This Agreement and exhibits constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous agreements, whether written or oral. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall remain in effect. This Agreement may not be modified except by written agreement by both parties. Notwithstanding the foregoing, Chainguard may update its policies and any web-based content referenced in this Agreement or any Order, provided that such updates do not materially diminish Customer's rights or materially increase Customer's obligations during the then-current Order subscription period. If there is any conflict between this MLSA and any Order, the Order will take precedence, with respect to that Order only. Notwithstanding the foregoing, no force or effect shall be given to any different or additional terms contained in any purchase order or other vendor form issued by Customer, even if signed by Chainguard after the date hereof.

11. DEFINITIONS

a. "Acceptable Use Policy" means Chainguard's acceptable use policy located at <https://www.chainguard.dev/legal/acceptable-use-policy>, governing access to and use of the Products and Services.

b. "Effective Date" means the earliest of: (i) the subscription start date referenced in the first Order entered into under this Agreement; (ii) the date Customer first receives access to the Products or Services; or (iii) the date this Agreement is signed by the last party to sign.

c. "OSS" means software that is licensed under an open source license meeting the definition promulgated by the organization known as the "Open Source Initiative" (located at <https://opensource.org/>).

d. "Order" means an ordering document for the provision of Products and Services signed by Customer and Chainguard.

e. "Privacy Notice" means Chainguard's privacy notice available at: <https://www.chainguard.dev/legal/privacy-notice>

f. "Products" means the software applications licensed by Chainguard to Customer under this Agreement and pursuant to an Order (e.g., Chainguard Containers (f/k/a "Guarded Images" or "Chainguard Images")), each as further described in Chainguard's published guides, and any components thereof, including without limitation, any Third-Party Software, any adaptations to the Products authored by Chainguard, and any related source code or compiled binaries, patches, updates, upgrades, corrections, security advisories, and bug fixes contained therein or made thereto. For clarity, Products expressly exclude Technology Previews.

g. "Services" means each of the customer success, support, and Product-maintenance and related services as expressly identified in an Order. For clarity, Services expressly exclude Technology Previews.

h. "Service Policies" means each of the service briefs, policies, commitments, and other guides applicable to the Services as expressly identified in an Order.

i. "Third-Party Software" means a code component of the Products not authored by Chainguard, the use of which may be subject to license terms and conditions between Customer and the maintainer of such Third-Party Software. Third-Party Software includes any applicable OSS.

j. "Trademark Use Policy" means Chainguard's trademark use policy located at <https://www.chainguard.dev/legal/chainguard-trademark-use-policy>, governing the use of Chainguard's Marks and Logos.

VERSION 250808.