MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("**Agreement**") is entered into as of the date of the last signature below ("**Effective Date**") by and between Anaconda, Inc., with its principal place of business at 1108 Lavaca Street Suite 110-645, Austin, TX 78701 ("**Anaconda**"), and the entity identified in the signature block below ("**Customer**"). This Agreement governs Customer's use of the Anaconda Platform (as defined below).

1. **DEFINITIONS**

    a. "**Affiliate**" means any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with the relevant party, where "control" means to have: (i) ownership of more than 50% of the entity in question; or (ii) the power to direct the affairs of the entity through any lawful means.

    b. "**Anaconda Content**" means software, code, metadata, tools, libraries, scripts, APIs, software development kits, templates, algorithms, workflows, user interfaces, links, usage materials, technical specifications, and Documentation.

    c. "**Anonymized Data**" means Personal Data that has been irreversibly anonymized or de-identified so that the Data Subject to whom it originally related cannot be identified in accordance with Data Protection Laws. Anonymized Data will not be considered Personal Data, Customer Content, or Customer Confidential Information.

    d. "**Anaconda Platform**" or "**Platform**" means, collectively, all of the Offerings, Anaconda Content, and Support Services, including provision of maintenance and Updates, that are provided by or on behalf of Anaconda.

    e. "**Customer Content**" means Packages, software, code, tools, libraries, scripts, APIs, software development kits, templates, algorithms, workflows, user interfaces, links, data, files, attachments, text, images, reports, and any other data that is uploaded, submitted, transmitted, or otherwise made available, to or through the Platform, by Customer and is processed by Anaconda on Customer's behalf.

    f. "**Data Protection Laws**" means all laws, regulations, and legally binding requirements of any governmental authority or regulator applicable to the processing of Personal Data.

    g. "**Documentation**" means instructions, technical specifications, or other information relating to the Platform or specific Offerings provided or made available to Customer by Anaconda.

    h. "**Embed**" or "**Embedding**" means incorporating Anaconda Content into another product or service as a built-in component or continually updating dependency of a larger software application. Embedding does not include providing services or processing data for third parties, as long as the third party does not interact with the Anaconda Offering, either through direct access or indirectly as a built-in component or continually updating dependency of a larger software application.

    i. "**Intellectual Property Rights**" means any and all now known or hereafter existing worldwide: (i) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (ii) trademark and service mark rights; (iii) rights in trade secrets and know-how; (iv) patents, patent rights, and industrial property rights; (v) layout design rights, design rights, and other proprietary rights of every kind and nature, other than trade dress, and similar rights; and (vi) all registrations, applications, renewals, extensions, or reissues of the foregoing.

    j. "**Internal Use**" means using an Offering solely for Customer's internal operations, including performing computations on internal systems, networks, and devices. Internal Use does not include (i) Embedding an Offering in any product or service offered to third parties, or (ii) monitoring or servicing third-party systems, networks, or devices using the Offerings.

    k. "**Mirror**" or "**Mirroring**" means the act of copying, duplicating, framing, or replicating an entire Offering or a component of an Offering, such as a repository.

    l. "**Offering**" means a product, service, feature, or add-on that Anaconda makes available to Customer within the Platform.

    m. "**Order**" or "**Order Form**" means a legally binding document that outlines the specific details of Customer's Subscription, including, but not limited to, product specifications, pricing, quantities, and payment terms issued by Anaconda, or an Anaconda authorized partner, reseller, or distributor.

    n. "**Package**" means an archival file containing a software application, library, component, or model and

its essential metadata, such as name, version number, licensor, and any related dependencies.

o. "**Personal Data**" means any information relating to an identified or identifiable natural person that is provided by Customer to Anaconda and processed by Anaconda in accordance with this Agreement. Personal Data includes, but is not limited to, "personal information," "personally identifiable information (PII)," and any similar terms as defined under applicable Data Protection Laws.

p. "**Subscription**" means a license to access and use the Offerings during the Subscription Term as set forth in an Order Form. Customer's Subscription to an Offering grants it the right to use all or a subset of the Offering within the Anaconda Platform, receive Updates and Upgrades, and access support, all in accordance with the terms of this Agreement and Documentation.

q. "**Subscription Term**" means, for a Subscription, the length of time under which Customer has rights to the Offering as specified in the Order Form.

r. "**Third-Party Content**" means AI models, Packages, software, code, tools, libraries, scripts, APIs, software development kits, templates, algorithms, workflows, user interfaces, links, documentation, and any other resources or services provided, distributed, or made available by a third-party provider under the applicable terms of such provider that Anaconda makes available to Customer for Customer's discretionary use within the Platform. Third-Party Content may be offered under various licensing models, which may include "free software," "open-source software," and other types of distribution terms. As used in this Agreement, "open source" refers to software made available for use, modification, and distribution under a license that complies with specific criteria established by the Open Source Initiative (OSI). For clarity, Third-Party Content is subject to its relevant third-party license terms and does not include Anaconda Content.

s. "**Updates**" means any patch, bug fix, workaround, or other modification that seeks to correct security risks, broken features, and/or functionality problems in the Platform, Offerings, or Anaconda Content, including error corrections.

t. "**Upgrades**" means any new features, visual design changes, or other material improvements to the Platform. Upgrades may require additional fees.

Any capitalized terms not defined in this Section (Definitions) will have the meanings ascribed to them in the body of this Agreement.

2. SCOPE OF SERVICES

a. **Description**. Anaconda provides Customer access to the Platform to use it subject to and in accordance with terms of this Agreement and each Order Form.

b. **Cloud-Based Offerings**. The Platform includes cloud-hosted service Offerings provided by Anaconda, which are: (i) accessible via the internet; and (ii) managed, maintained, and updated by Anaconda.

c. **On-Premises Offerings**. Certain Offerings may allow or require deployment within Customer's IT environment. Customer is responsible for maintaining its on-premises infrastructure, including the security, updates, and performance of such locally installed software. On-premises components include: (i) installed software applications that must be deployed on Customer-managed servers or workstations; (ii) local data stored and processed within Customer's environment; and (iii) self-hosted Mirrors, if applicable.Unless otherwise stated in the applicable Order Form, Customer is solely responsible for the installation of on-premises Offerings. Upon delivery of the applicable license tokens, Anaconda will have no further obligations with respect to such on-premises Offerings.

d. **Orders and Provisioning**. No terms in any purchase order or other business form submitted by Customer will modify, supplement, or override this Agreement. Anaconda will grant access to the Platform electronically.

e. **Support**. Anaconda will provide Support Services as specified in an Order Form. "**Support Services**" refers to the support, maintenance, and Updates services delivered by Anaconda.

3. USE RIGHTS AND RESTRICTIONS

a. **License Grant**. On the terms and subject to the conditions, limitations, and restrictions of this Agreement and each Order Form, Anaconda grants Customer a limited, non-exclusive, non-transferable, worldwide license, during the Subscription Term, to access and use the Platform in accordance with this Agreement and the Documentation, solely for Customer's Internal Use.

b. **Use Restrictions**. Customer may not, and may not allow any third party to: (i) sublicense or distribute the Platform, in whole or in part, to anyone other than Customer's Users; (ii) use the Platform in an unauthorized or unlawful manner; (iii) Embed the Platform in any product or service provided to third parties without obtaining an additional Embedding license from Anaconda; (iv) attempt to gain unauthorized access to the Platform; (v) Mirror any part of the Platform, either directly or via a proxy, unless authorized by Anaconda; (vi) access or use the Platform to build a competitive product or service; or (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Platform, except to the extent permitted by applicable law.

c. **Scaled Enterprise Deployment Restrictions**. Additional payment is required for enterprise-scale usage patterns of the Platform. This includes, but is not limited to:
    i. Compute clusters, high-performance computing (HPC) systems, and supercomputers; and
    ii. Burst compute frameworks, serverless computing, and other dynamic scaling frameworks.

d. **Customer Affiliates**. A Customer Affiliate may use the Platform as a User under this Agreement. In addition, Customer Affiliates may independently purchase Subscriptions to Offerings from Anaconda by executing an Order Form. By doing so, the Customer Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement. If a Customer Affiliate ceases to qualify as an Affiliate during the Subscription Term, it may continue to receive the applicable Offerings under its Order Form, unless otherwise stated in the Order Form.

e. **Content Backups**. Customer is solely responsible for backing up Customer Content. Anaconda has no obligation to back up, restore, or otherwise ensure the recoverability of Customer Content, and disclaims all liability for any loss or damage to it.

f. **Account Security**. Customer is responsible for maintaining the confidentiality of its account credentials and for promptly notifying Anaconda of any unauthorized use of the Platform. The creation of accounts by automated means (e.g., bots or scripts) is strictly prohibited.

4. GENERAL LICENSING TERMS

a. **Applicability**. This Agreement applies to all licenses granted under an Order Form. Specific terms for per-User and bulk licenses are detailed in their respective sections in this Agreement.

b. **License Compliance**. Customer will comply with all applicable licensing terms, maintain accurate and complete records, and cooperate with Anaconda's reasonable efforts to verify compliance with this Agreement. Upon at least thirty (30) days' prior written notice, and no more than twice annually (unless a prior audit reveals material non-compliance), Anaconda may engage a qualified independent third-party auditor, subject to reasonable confidentiality obligations, to audit Customer solely to verify licensing compliance. Such audit will be conducted during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

c. **True-Up Process**. Anaconda may conduct quarterly User count reviews. If usage exceeds licensed quantities, Customer agrees to purchase additional licenses to cover all excess usage. A final true-up will be conducted at the end of the Subscription Term.

d. **License Expansion**. Customer may purchase additional licenses during the Subscription Term at the rate(s) specified in the Order Form or, if unspecified, at Anaconda's then-current list price.

e. **License Renewal**. Upon renewal of an Order Form, Customer may adjust license counts in such Order Form based on actual usage.

5. PER-USER LICENSE TERMS

a. **Applicability**. If Customer has purchased per-User licenses, this Section (Per User License Terms) applies.

b. **Per-User License Rights**. Each per-User license is assigned to a specifically named User and may not be shared. The number of licenses purchased determines the number of Users.

c. **Per-User License Management**. Customer will: (i) maintain an accurate list of all Users; (ii) ensure only named Users access the Platform; and (iii) prohibit sharing or pooling of per-User licenses.

d. **License Reassignment**. A per-User license may be reassigned only if: (i) the original User's employment or engagement ends; or (ii) the original User's job function permanently changes and no longer requires access.

e. **Usage Restrictions**. Customer will not: (i) allow unlicensed individuals access; (ii) distribute or share access with unauthorized third parties; or (iii) exceed the number of licenses specified in the Order Form.

f. **Repository Mirroring**. Unless otherwise stated in the Order Form, per-User licenses do not include rights to Mirror the Anaconda repositories. Customers requiring Mirroring must purchase a bulk license with Mirroring rights.

6. **BULK LICENSE TERMS**

a. **Applicability**. If Customer has purchased a bulk license, this Section (Bulk License Terms) applies.

b. **Bulk License Rights**. A bulk license permits use by all Users across Customer's organization, subject to the User cap in the Order Form.

c. **Bulk License Metrics**. Unless otherwise specified, User counts for bulk licenses are measured by the total number of unique Users with access during the measurement period.

7. **USERS**

a. **Definition**. A "**User**" means any party, whether human or non-human, that downloads, installs, accesses, or uses the Platform. This includes but is not limited to: (i) individual human end-users (including employees, contractors, agents, or independent contractors); and (ii) non-human clients, including, but not limited to, agentic processes and AI agents, automated systems, continuous integration and continuous deployment (CI/CD) jobs, serverless processes, and third-party connecting services.

b. **User Counts**. User counts are measured as follows:
   i. **Identified Users**: Each unique username-based account or user-based identifier is counted as one User, regardless of the number of devices, access points, or frequency of use. Each unique service account associated with a non-human client is also counted as one User.
   ii. **Unidentified Users**: Each instance of download, access, or use that does not have a username-based account or user-based identifier is counted as a separate unique User requiring an individual license.

c. **Customer Responsibility**. Customer is responsible for its Users' use of the Platform and compliance with this Agreement.

8. **MAINTENANCE, END OF LIFE, AND BETA OFFERINGS**

a. **Platform Updates, Upgrades, and Maintenance**. Anaconda may make available Updates or Upgrades to the Platform and may perform maintenance on the infrastructure or software used to provide the Platform. Customer acknowledges that such maintenance may result in limited disruption to the Platform. Where practicable, Anaconda will provide advance notice of any scheduled maintenance.

b. **End of Life for Offerings**. Anaconda may discontinue an Offering through a structured End of Life (EOL) process consisting of three phases: (i) End of Sale – Anaconda will provide written notice on its official website (www.anaconda.com) at least one hundred eighty (180) days before ceasing new sales of the Offering; (ii) End of Support – Anaconda will continue to provide Support Services for twelve (12) months following the End of Sale date. After this period, Support Services will no longer be available, and no Updates or new features or enhancements will be provided; and (iii) End of Life – The Offering is fully discontinued and no longer maintained by Anaconda. If Customer has an active Subscription to an Offering that reaches EOL, Anaconda will use commercially reasonable efforts to transition Customer to an alternative Offering with substantially similar functionality.

c. **Beta Offerings**. Anaconda may provide access to features, services, or products identified as beta, preview, or evaluation ("**Beta Offerings**"). Use of Beta Offerings by Customer will be optional and clearly designated as a Beta Offering (e.g., through version labeling or documentation). Beta Offerings are provided "as is," and Anaconda makes no representations, warranties, or guarantees of any kind regarding the Beta Offerings.

9. **ARTIFICIAL INTELLIGENCE**

a. **AI Features and Offerings**. Certain Offerings in the Platform may incorporate artificial intelligence (AI) features to enhance functionality, provide insights, or automate processes. By using these AI-powered Offerings, Customer acknowledges and agree that: (i) AI-generated outputs are provided "as is" and may not always be accurate, reliable, or free from bias; (ii) Customer is solely responsible for reviewing and validating AI-generated outputs before relying on them for any decision-making; and (iii) AI-powered Offerings may evolve, change, or be discontinued at any time without notice.

b. **Limitations and Disclaimers**. Anaconda does not represent, warrant, or guarantee that AI features or AI-generated outputs will be complete, correct, or suitable for all use cases. Customer assumes all risks associated with its use of and reliance on AI-generated outputs. To the fullest extent permitted by law, Anaconda is not liable for any decisions, actions, or damages resulting from the use of such outputs. Anaconda does not warrant that AI features will be error-free, secure, or uninterrupted.

10. MIRRORING

a. **Applicability**. If Customer has purchased a bulk license with Mirroring rights or has otherwise purchased Mirroring rights in an applicable Order Form, this Section (Mirroring) applies.

b. **License Grant**. Subject to explicit authorization in the Order Form, payment of applicable fees, and compliance with this Agreement and the Order Form, Anaconda grants to Customer a limited, non-exclusive, non-transferable license to create and maintain Mirrors that Users may utilize for Internal Use.

c. **Restrictions**. Customer will only Mirror if and to the extent authorized in the Order Form.

d. **Termination**. Mirroring rights terminate upon expiration or termination of the applicable Order Form. Customer must delete all Mirrored repositories and certify such deletion within thirty (30) days from the date of termination or expiration. Anaconda may terminate Mirroring rights for non-compliance if such non-compliance is not remedied by Customer within thirty (30) days from the notice of such non-compliance.

e. **No Warranty**. Mirrors are permitted "as is" without warranties. Anaconda does not guarantee uninterrupted or error-free operation of a Mirror.

f. **Support**. Unless otherwise specified in the Order Form, Anaconda's standard support does not cover Mirrors.

11. SUBSCRIPTION TERM; FEES, AND BILLING

a. **Subscription Term**. The Subscription Term will be as set forth in the applicable Order Form. Access to the Platform will begin on the Subscription start date specified in the Order Form and continue for the duration of the Subscription Term, unless earlier terminated in accordance with this Agreement. Unless otherwise specified in an Order Form, the Subscription Term will automatically renew for additional successive one (1) year periods, unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Subscription Term.

b. **Fees**. Customer will pay all fees specified in an Order Form. Except as otherwise specified in this Agreement or an Order Form: (i) payment obligations are non-cancelable, and fees paid are non-refundable; and (ii) quantities purchased cannot be decreased during the relevant Subscription Term.

c. **Invoicing and Payment**. All fees will be invoiced and paid in United States dollars (USD). Unless otherwise stated in an Order Form, fees will be invoiced in advance and are due and payable net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Anaconda and notifying Anaconda of any changes to such information. Customer will not withhold or set off any amounts due under this Agreement against any amounts owed or allegedly owed by Anaconda.

d. **Overdue Charges**. If any invoiced amount is not received by Anaconda by the due date, the overdue balance will accrue interest at a rate of 1.5% per month until paid in full. This is without prejudice to any other rights or remedies available to Anaconda.

e. **Taxes**. Anaconda's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, without limitation, value-added, sales, use, or withholding taxes, imposed by any jurisdiction (collectively, "**Taxes**"). Customer is solely responsible for all Taxes associated with its purchases hereunder. If Anaconda is legally obligated to collect or remit any such Taxes on

Customer's behalf, Anaconda will invoice Customer for those amounts, and Customer will pay them unless it provides Anaconda with a valid tax exemption certificate issued by the appropriate taxing authority.

12. DATA, PRIVACY, AND SECURITY

a. **Personal Data**. Anaconda processes limited Personal Data necessary to provide access to the Anaconda Platform, in accordance with applicable Data Protection Laws.

b. **Sensitive Data**. Customer will not submit Sensitive Data to Anaconda unless Anaconda has agreed in writing to accept and process such data from Customer. "**Sensitive Data**," or any similar term, such as sensitive personal information or special categories of data, will have the meaning assigned under Data Protection Laws.

c. **Usage Data**. Usage Data means Anonymized Data relating to the performance, operation, and use of the Platform. Anaconda may collect, analyze, and use Usage Data to improve, optimize, and enhance the Platform, develop new features, maintain system integrity, and ensure security. For clarity, Usage Data does not include any Personal Data, Customer Content, or Customer Confidential Information.

d. **Audit**. Customer will have the right to request, no more than once per calendar year and upon at least thirty (30) days' prior written notice, to review Anaconda's most recent third-party audit or certification reports, including but not limited to ISO/IEC 27001 audit reports or comparable reports prepared by independent third-party auditors ("**Audit Reports**"). To the extent the Audit Reports are insufficient to demonstrate Anaconda's compliance with its obligations under this Agreement, Customer may, upon further written notice, conduct a reasonable audit of Anaconda's relevant systems and controls. Such audit will be conducted during Anaconda's normal business hours, in a manner that does not unreasonably interfere with Anaconda's operations and will not exceed twenty (20) hours of Anaconda personnel time. Customer will be responsible for all costs and expenses of the audit and will ensure that any third-party auditor is bound by confidentiality obligations no less protective than those in this Agreement.

13. CONFIDENTIALITY

a. **Definition**. "**Confidential Information**" means all non-public information disclosed by a party or its Affiliates ("**Disclosing Party**") to the other party or its Affiliates ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

b. **Protection of Confidential Information**. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than a reasonable standard of care) and: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors, subcontractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein; and (iii) not disclose or copy Confidential Information except to the extent necessary to carry out the Receiving Party's obligations or exercise its rights under this Agreement.

c. **Exclusions**. The restrictions on the use and disclosure of Confidential Information will not apply to any information that: (i) is independently developed by the Receiving Party, as evidenced by its written records; (ii) is lawfully received without restriction from a third party authorized to disclose it; (iii) becomes publicly available through no breach of this Section (Confidentiality) by the Receiving Party; (iv) was already known to the Receiving Party at the time of disclosure and was not subject to any restriction, as evidenced by documentation in the Receiving Party's possession; or (v) is confirmed in writing by the Disclosing Party to be free of restrictions.

d. **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest or limit the scope of the disclosure.

14. THIRD PARTY CONTENT

Customer's Subscription may include access to Third-Party Content that can be used or downloaded at Customer's discretion. Use of any Third-Party Content made available through Anaconda is subject to the terms of its respective license. Anaconda will provide the applicable license(s) known to Anaconda for the Third-Party Content it makes available through the Platform, including links to or the text of the applicable license terms where feasible. In the event of any conflict between the applicable third-party license terms and any description or summary provided by Anaconda, the terms of the third-party license will take precedence with respect to the Third-Party Content in question. Anaconda does not modify, alter, or override the terms of any Third-Party Content license and provides such Third-Party content on an "as-is" basis, without representations, warranties, or guarantees beyond those expressly stated in the applicable third-party licenses.

15. OWNERSHIP AND INTELLECTUAL PROPERTY

a. **Anaconda Ownership**. Anaconda and its licensors own all right, title, and interest, including all Intellectual Property Rights, in and to the Platform. Anaconda reserves all rights not expressly granted in this Agreement.

b. **Customer Ownership**. Customer and its licensors own all right, title, and interest, including all Intellectual Property Rights, in and to Customer Content. If Customer chooses to make Customer Content publicly available using the optional publishing features of the Platform, it grants to Anaconda a worldwide, non-exclusive, royalty-free, fully paid-up, transferable (in accordance with the Assignment Section below), and sublicensable license to use, store, reproduce, modify, distribute, publicly display Customer Content solely for the purpose of making that content available to others via the Platform.

c. **Feedback**. Customer is not required to provide Anaconda with feedback, suggestions, or ideas (collectively "**Feedback**"). However, if Customer does submit Feedback, Customer grants to Anaconda a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license with the right to sub-license and transfer, to use, copy, modify, distribute, publicly display, and incorporate the Feedback into its products and services without restriction or obligation, including any related to Intellectual Property Rights.

16. WARRANTIES AND DISCLAIMERS

a. **Mutual Warranties**. Each party represents and warrants to the other that it has the legal authority to enter into this Agreement and will comply with all applicable laws in connection with its performance under this Agreement.

b. **Anaconda Warranties**. Anaconda warrants to Customer that: (i) it will provide the Platform in a manner consistent with generally applicable industry standards; (ii) the Platform will perform materially in accordance with the applicable Documentation; and (iii) Anaconda will not knowingly introduce malicious code into the Platform.

c. **Warranty Remedies**. For any breach of Anaconda's warranties, Customer's sole and exclusive remedy, and Anaconda's entire liability, will be: (i) Anaconda's use of commercially reasonable efforts to modify the Platform to conform in all material respects to the applicable Documentation; or (ii) if Anaconda is unable to restore such non-conformity within thirty (30) days, Customer may terminate the applicable Order Form and receive a pro-rated refund of any prepaid, unused fees for the remainder of the Subscription Term.

d. **Disclaimer**. Except as expressly provided in this agreement, Anaconda provides the Platform "as is" and neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, including without limitation any warranties for merchantability, fitness for a particular purpose, title, non-infringement, accuracy, or results from use of services. Each party specifically disclaims all such warranties to the maximum extent permitted by applicable law. Without limiting the foregoing, Anaconda does not warrant that the Platform or any services provided under this agreement will be uninterrupted, error-free, or secure.

17. INDEMNIFICATION

a. **Indemnification by Anaconda**. Anaconda will defend Customer and its Affiliates against any third-party claim alleging that Customer's use of the Platform as permitted under this Agreement infringes or misappropriates a third party's Intellectual Property Rights ("**Claim Against Customer**"), and will indemnify Customer from and against any damages, reasonable attorneys' fees, and costs finally awarded against Customer (or agreed in settlement) arising from a Claim Against Customer. Anaconda's obligations under this Section (Indemnification) are subject to Customer's compliance with the conditions set forth below.

b. **Exclusions to Anaconda's Indemnification Obligations**. Notwithstanding the foregoing, Anaconda will have no obligation under this Section (Indemnification) with respect to any claims relating to: (i) use of the Platform not permitted by this Agreement or in accordance with the Documentation; (ii) use of the Platform in combination with anything not provided by Anaconda, if the claim would not have arisen but for such combination; (iii) modification of the Platform by anyone other than Anaconda or its authorized representatives; (iv) use of any AI features, machine learning models, training datasets, AI-generated content, or Third-Party Content provided, however, that Anaconda will indemnify Customer against third-party copyright infringement claims arising solely from Customer's Internal Use of open source software made available through the Platform; or (v) Customer's continued use of the allegedly infringing Platform after being notified of the claim or after being provided with a modified version that would have avoided the infringement.

c. **Indemnification by Customer**. Customer will defend Anaconda against any claim brought by a third party alleging that (i) Customer Content, or (ii) Customer's use of the Platform in violation of this Agreement, infringes or misappropriates a third party's intellectual property rights (a "**Claim Against Anaconda**"), and will indemnify Anaconda from and against any damages, attorney fees, and costs finally awarded against Anaconda (or agreed to in settlement) as a result of such Claim Against Anaconda. Customer's obligations under this Section (Indemnification) are subject to Anaconda's compliance with the conditions set forth below.

d. **Indemnified Party Responsibilities**. The indemnified party's right to indemnification under this Section (Indemnification) is conditioned upon the indemnified party: (i) promptly notifying the indemnifying party in writing of the applicable claim (provided that any delay in providing such notice will relieve the indemnifying party of its obligations under this Section (Indemnification) only to the extent such delay materially and adversely affects the indemnifying party's ability to defend the claim); (ii) granting the indemnifying party sole control of the defense and settlement of the claim, provided that the indemnified party may participate in the defense with its own counsel at its own expense, and the indemnifying party may not settle any claim without the indemnified party's prior written consent unless the settlement unconditionally releases the indemnified party of all liability; and (iii) providing reasonable assistance in connection with the defense, at the indemnifying party's expense.

e. **Exclusive Remedy**. This Section (Indemnification) sets forth the indemnifying party's sole liability, and the indemnified party's exclusive remedy, for the claims described herein.

18. LIMITATION OF LIABILITY

a. **Limitation of Liability**. To the maximum extent permitted by law, neither party will be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any loss of profits, revenue, data, or business opportunities, even if it knew or should have known that such damages were possible. Except for Excluded Claims (as defined below), each party's total aggregate liability under this Agreement will not exceed the fees paid by Customer in the twelve (12) months immediately preceding the event giving rise to the claim. This limitation applies to all causes of action, whether in contract, tort (including negligence), strict liability, warranty, or otherwise, and regardless of the theory of liability. Nothing in this Agreement limits or excludes liability to the extent it cannot be limited or excluded under applicable law. Anaconda will not be liable for any consequences arising from the end-of-life (EOL) of any Offering.

b. **Excluded Claims**. "**Excluded Claims**" means: (i) a party's breach of its confidentiality obligations (excluding claims related to Customer Content); (ii) a party's infringement or misappropriation of the other party's Intellectual Property Rights; and (iii) Customer's payment obligations.

19. TERM AND TERMINATION

a. **Term of Agreement**. This Agreement commences on the Effective Date and unless terminated pursuant to this Section (Term and Termination), will continue until all Subscriptions have expired or been terminated.

b. **Termination for Cause**. Either party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice to the other party of a material breach, if such breach remains uncured at the expiration of that period; or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

c. **Effect of Termination**. Upon termination or expiration of this Agreement: (i) all rights granted to Customer under this Agreement will immediately terminate; (ii) Customer must immediately cease use of the Platform and delete, destroy, or (at Anaconda's Option) return all copies of the Documentation in its possession or control; (iii) if Customer terminates this Agreement for cause, Anaconda will refund Customer any prepaid fees for the unused portion of the Subscription Term following the effective date of termination; and (iv) if Anaconda terminates this Agreement for cause, Customer will remain liable for any unpaid fees due for the remainder of the Subscription Term. Customer will provide a signed attestation confirming its compliance with this Section (Term and Termination) within thirty (30) days following the termination of this Agreement.

d. **Surviving Provisions**. The following sections will survive any expiration or termination of this Agreement: Definitions, General Licensing Terms, Confidentiality, Ownership and Intellectual Property, Warranties and Disclaimers, Indemnification, Limitation of Liability, Effect of Termination, and General Provisions.

20. GENERAL PROVISIONS

a. **Export Control**. Each party agrees to comply with all applicable domestic and international export and sanctions laws and regulations, including restrictions on destinations, end users, and end use. Neither party will export, re-export, transfer, or use the Platform or any related Offering in a manner that would cause the other party to violate any such laws. Each party is responsible for obtaining any licenses or authorizations required to comply with such laws.

b. **Subcontracting**. Anaconda may subcontract its obligations under this Agreement in whole or in part, at its sole discretion. Anaconda will remain responsible for the acts and omissions of its subcontractors performing on its behalf under this Agreement to the same extent as if performed by Anaconda itself.

c. **Publicity.** Anaconda may identify Customer as a customer of Anaconda's in its promotional materials. Anaconda will promptly stop doing so upon Customer's written request.

d. **Amendments and Waivers.** No modification, amendment, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both parties (or, in the case of a waiver, the party against whom it is to be enforced). No failure or delay by either party in exercising any right or remedy under this Agreement will operate as a waiver of that right or remedy, nor will any single or partial exercise preclude any other or further exercise of the same or any other right or remedy.

e. **Assignment.** Neither party may assign or transfer this Agreement, in whole or in part without the written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Any attempted assignment or transfer in violation of this Section (Assignment) will be null and void.

f. **Relationship of the Parties**. The parties are independent contractors, and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between them.

g. **Third-Party Beneficiaries**. No right or cause of action is granted to any third party under this Agreement.

h. **Periodic Business Reviews**. Each party will designate an executive sponsor who will participate in an initial meeting within ninety (90) days of the Effective Date. Following this initial engagement, the parties will maintain regular executive-level communication, at a cadence agreed upon by both

parties, to ensure strategic alignment and address any ongoing or emerging business priorities.

i. **Severability**. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be severed and the remaining provisions will remain in full force and effect.

j. **Force Majeure**. Except for payment obligations, neither party will be liable for any failure or delay in performance under this Agreement due to an event or circumstance beyond its reasonable control.

k. **Governing Law and Venue**. This Agreement will be governed exclusively by the internal laws of the State of Delaware, without regard to its conflicts of laws rules. Each party consents to the exclusive jurisdiction of the federal or state courts located in Delaware to adjudicate any dispute arising out of or relating to this Agreement.

l. **Notices**. Notices under this Agreement must be in writing and sent by email with read receipt, courier, or certified mail (return receipt requested) to the address specified in the Order Form. Notices will be deemed given: (i) when received, if delivered by courier; (ii) one (1) business day following delivery, if sent by email with confirmation of transmission; or (iii) three (3) business days after being deposited in the mail, if sent by certified mail.

m. **Order of Precedence**. In the event of a conflict between the terms of this Agreement and any other incorporated or referenced document, the following order of precedence will apply (in descending order): (i) an Order Form, and (ii) this Agreement.

n. **Entire Agreement**. This Agreement, together with all Order Forms, is the complete agreement between the parties regarding the subject matter of this Agreement and supersedes all prior communications, understandings, or agreements, whether written or oral, between the parties regarding such subject matter. During the Subscription Term, the terms and conditions of this Agreement will supersede, govern, and control over any terms, conditions, policies, or notices presented to Users within the Platform, whether by click-through, browse-wrap, pop-up, banner, or otherwise.

o. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be considered an original, and all of which together will form the same agreement. The parties may sign and deliver this Agreement electronically (including by PDF or other electronic signature methods), and such signatures will have the same legal effect as handwritten ones.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CUSTOMER		ANACONDA	
Legal Entity Name		**Legal Entity Name**	ANACONDA, INC.
Signature		**Signature**	
Name		**Name**	
Title		**Title**	
Date		**Date**	