



## 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 Master Software License and Services Agreement (and all related Schedules thereto) by and between Anchore, Inc. and the entity or individual identified as "Customer" in the applicable Order Form (collectively, "Master Agreement"), all the terms and conditions of which hereby are incorporated by reference in this Schedule B. All capitalized terms used but not defined in this Schedule B shall have the respective meanings ascribed to such terms in the Master Agreement, other Schedules, or applicable Order Form, as the case may be.

### 1. Definitions

- 1.1. "Anchore Enterprise (Federal Edition)" shall have the meaning ascribed thereto in the Master Agreement.
- 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.
- 1.6. "Service Establishment" refers to the processes provided by Anchore so that contacts identified to Anchore in writing by Customer have access to the Anchore Support Portal and any other associated tools or access methods provided by Anchore and to which Customer requires access in order to use the Products in accordance herewith and with the Master Agreement.

### 2. Description

- 2.1. Anchore Enterprise (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 Master Agreement and this Schedule B.
- 2.2. A "Subscription" as referred to herein and in the Master Agreement shall consist of
  - 2.2.1. A base subscription identified either
    - (i) by tiers named Basic or Premium that are based upon the number of analyzers, images scanned per time period, software features and/or the applicable level of

Support Services (collectively, "Legacy Tiers"), and such Legacy Tiers shall apply only to (a) Software licensed by, and corresponding Software subscriptions issued to, Customer prior to April 11, 2022 and (b) any renewals of any such subscriptions or

(ii) 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 on or after April 11, 2022 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 hereinbelow) 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 Master Agreement 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 Master Agreement (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 Master Agreement, 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 Master Agreement ("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 Master Agreement.

#### 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 (ii) to provide for proper implementation of Anchore Software in the Customer's environment.

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 Master Agreement 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 Master Software License and Services Agreement).
  - 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 Master Agreement or any Order Form; (b) the issue requiring such services arises out of or relates to any negligence, intentional misconduct or breach of the Master Agreement or any

Order Form by Customer or any act or omission of any employee, officer, director, agent, contractor, consultant, or other representative (collectively, "Representatives") of Customer, hardware malfunction, or other causes beyond the reasonable control of Anchore; (c) the issue requiring such services arises out of or relates to any third-party software not licensed through Anchore or provided by Anchore in connection with the Master Agreement; or (d) Customer has not paid the Fees when due under, or otherwise is in breach of, the Master Agreement 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 PoastSupport 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.

# Appendix A – Anchore Software Supported Versions

This is Appendix A to that certain Schedule B - Anchore Enterprise (Federal Edition) Description to the Master Agreement between Anchore and Customer. All capitalized terms used but not defined in this Appendix A shall have the respective meanings ascribed to such terms in the Master Agreement, Schedule 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 <b>OR</b> 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 Master Agreement 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 Master Agreement, Schedule B, or the applicable Order Form, as the case may be.

	<b>Tiers</b>		
<b>Capability</b>	<b>Non-Profit/EDU / Local Government</b>	<b>Basic</b>	<b>Premium</b>
<b>Scanning</b>			
Runtime Image Monitoring		Add-On	✓
Windows containers & NuGET support			✓
<b>Compliance</b>			
STIG checks		Add-On	✓
<b>Policy Packs</b>			
NIST		✓	✓
CIS	✓	✓	✓
CISA		✓	✓
DISA		Add-On	✓
DOD/Iron Bank		Add-On	✓
FedRAMP		Add-On	Add-On
<b>Support</b>			
Standard SLA (8x5)	✓	✓	
Premium SLA (24x7)			✓
US-based support		Add-On	Add-On