

## Schedule B - Anchore Federal Service Description

Version: 20200304

This Schedule B - Anchore Federal Service Description, along with Appendix A - Anchore Software Supported Versions ("Appendix A"), which is attached hereto and hereby is incorporated by reference herein (all the foregoing, collectively, "Schedule A"), 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 A. All capitalized terms used but not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Master Agreement or applicable Order Form, as the case may be.

### 1. Definitions

- 1.1. "Anchore Federal" shall have the meaning ascribed thereto in the Master Agreement.
- 1.2. "Anchore Software" or the "Software" refers to the combined open source Anchore Engine, proprietary Anchore policy bundles and Anchore proprietary software, all as set forth in more detail in Section 3.2 of this Schedule A.
- 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. Service Description

- 2.1. Anchore Federal is a Subscription for the applicable Subscription Term, which provides the Customer with entitlement to Generally Available software during such Subscription Term pursuant to and in accordance with the Master Agreement and this Schedule B.

2.2. Support Services are provided only on the supported versions of the Anchore Software identified in Appendix A.

2.3. A Subscription shall be priced using the number of Analyzers, the number of Repositories or the number of Images, as the case may be, as specified in the SKU Description on the applicable Order Form. "Analyzer" as used herein shall mean a service instance of the Anchore software which performs the analysis of a container image. "Repository" or "Repositories" as used herein shall mean a Docker compatible repository which hosts container images. "Image" as used herein shall mean a uniquely named container image expressed in the form of the registry/repo:tag format. When multiple identifiers of this form reference the same Image content, it will count as a single Image.

### 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 A.

3.2. The Anchore Software includes the following components, all as described at <https://docs.anchore.com/current/>:

- Anchore Engine, the open source software which provides a centralized service for inspection, analysis and certification of container images.
- Anchore clients including:
  - CI/CD plugins to Jenkins, CircleCI, Codefresh, CodeReady, Cloudbees
  - Kubernetes Admission Controller
  - Harbor plugin
- Anchore deployment tools including:
  - Helm Charts
  - OpenShift Operators
  - Docker Compose configurations
- Enhanced Vulnerability Feed which provides proprietary vulnerability information
- Local Feed Service enabling the use of Anchore in an air-gapped environment where no internet connectivity is available.
- Enterprise add-ons including
  - GraphQL API service
  - User Management with Role Based Access Control (RBAC)
  - Enterprise Authentication and Single-Sign On (SSO) integration
  - Notification Integrations with Jira, Github Issues, Slack, and Microsoft Teams.
  - Graphical User Interface
- Federal Policy Bundle which is a data file provided the latest policy rules as determined by the US Department of Defense.

3.3. Anchore will provide the Customer with a license key file 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").

3.4. 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.

3.5. 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.

3.6. Anchore grants the Customer the right to deploy additional Anchore Federal instances for development and non-production uses, which shall not exceed more than 3 instances at any point in time with scanning of no more than 4 Analyzers, 1 Repository or 10 Images maximum.

## 4. Support Services:

### 4.1. Scope of Support:

4.1.1. Support Services consist of assistance and response with installation 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 Support Services do not include assistance for architecture design or review or for performance reviews and/or assessments.

4.1.2. In order for Anchore to provide 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.

4.1.3. In no event shall Support Services include any maintenance of, or support for, any hardware or third-party software.

4.1.4. 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.

4.1.5. Anchore is not obligated to provide 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.

4.1.6. The Customer will be provided with two (2) accounts to the Anchore Support Portal which is limited to one individual Named Contact per account.

## 4.2. Service Establishment for Support Services

4.2.1. At the beginning of a Subscription Term for Anchore Federal, a Service Establishment procedure will be conducted. During the Service Establishment procedure, Anchore support staff will:

4.2.1.1. perform an evaluation and assessment of the Customer's computer environment (hardware, operating system) in order to ensure that no obvious issues exist that might adversely impact the operation of the Anchore Software in accordance with its Documentation.

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

4.2.1.3. provide the Customer with reasonably detailed information for accessing the Anchore Software.

## 4.2.2. Support Contacts

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

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

4.2.2.3. 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.

4.2.2.4. 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.

#### 4.3. SLA for Support Services

4.3.1. 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:

	Premium Support	Standard Support
Time Coverage	24 hours per day, 7 days a week	9am-5pm per day (local time of customer) Monday to Friday
Severity One (Urgent)	2 hour	2 business hours
Severity Two (High)	4 hours	8 hours
Severity Three (Normal)	1 business day	2 business days
Severity Four (Low)	2 business days	4 business days

#### 4.3.2. Severity Definitions:

4.3.2.1. Severity 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.

4.3.2.2. Severity 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.

4.3.2.3. Severity 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.

4.3.2.4. Severity 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.

#### 4.3.3. Escalation Procedures

4.3.3.1. 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.

4.3.3.2. 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.

4.3.3.3. 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 B; 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 measure to mitigate the issue.

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

#### 4.4. Hot Fixes:

4.4.1. 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)

4.4.2. 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.

4.4.3. 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.

#### 4.5. Defect Escalation

4.5.1. 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.

4.5.2. 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.

#### 4.6. Out-of-Scope Services

4.6.1. 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:

4.6.1.1. 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.

4.6.1.2. 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").

4.6.1.3. 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.

4.6.1.4. 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.

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

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

4.6.1.11. 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 A - Anchore Federal Service 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 A, or the applicable Order Form, as the case may be.

## Lifecycle

Anchore Federal versions are numbered with an X.Y format where X represents the major version and Y represents the minor version.

Support Services are available effective immediately upon the release of a new Generally Available ("GA") major version of the 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 version maintenance and other Updates during the period that the applicable major version is in effect.

In order to continue receiving Support Services after any minor version release of Anchore Federal, Customer shall promptly update to such minor version.

Anchore will provide supported upgrade paths between major versions of Anchore Federal as they become available.

<b>Product Version</b>	<b>GA</b>	<b>End of Support</b>
Anchore Enterprise v2	May 9th 2019	November 8th 2020 <i>or</i> 6 months from the GA of Anchore Enterprise v3

## Support Environments

Anchore Federal v2 (and minor versions thereof) are supported on the following environments:

- Amazon Elastic Container Service (ECS)
- Amazon Web Services Elastic Kubernetes Services (EKS)
- Red Hat OpenShift
- VMware Enterprise PKS
- VMware Essential PKS
- Docker Enterprise

- Rancher Kubernetes Engine
- Upstream Kubernetes, but only to the extent expressly agreed to in writing by Anchore and Customer in advance.