Schedule E - Quickstart Services

Version: 20211129

This Schedule E - Quickstart Services 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 E. All capitalized terms used but not defined in this Schedule E shall have the respective meanings ascribed to such terms in the Master Agreement, other applicable Schedules, or applicable Order Form, as the case may be.

1. Definitions

- 1.1. "Products" means Anchore Enterprise or Anchore Federal, as the case may be.
- 1.2. "Engineer" means the Anchore technical representative designated by Anchore to be the primary contact for providing Quickstart Services to Customer.

2. Quickstart Services

- 2.1. Quickstart Services Commencement Date. Within one (1) week after the applicable Order Form Effective Date, Anchore shall send Customer an email and an associated welcome packet. Once Customer responds via reply email that Customer is ready to receive Quickstart Services, unless otherwise agreed upon by Anchore and Customer, provision of the Quickstart Services in accordance with the schedule set forth in Section 2.2 below will begin (starting with Phase 1) (i) within 3 weeks after Anchore's receipt of such email reply from Customer or (ii) at the Phase 1 kickoff meeting, whichever event occurs first; provided, however, that, in the event that Customer's reply email is not received by Anchore within 3 weeks after the date of Anchore's initial email above, (a) the 8-week period for provision of Quickstart Services, as described in Section 2.2 below, immediately will commence at the rate of five(5) hours of such Quickstart Services provided by Anchore per week; (b) Customer may notify Anchore in writing at any time during such 8-week period that Customer is ready to receive QuickStart Services, but Anchore will provide such Quickstart Services only for the remainder of such 8-week period at a rate of five(5) hours per week; and (c) in no event will Anchore be required to refund any Fees paid for such Quickstart Services.
- 2.2. Schedule of Quickstart Services (8 weeks maximum)
 - 2.2.1. Phase 1 Kickoff and Information Meeting
 - 2.2.1.1. 5 hours (max.) week 1
 - 2.2.1.2. 5 hours (max.) / week. Hours will expire at the end of the week
 - 2.2.2. Phase 2 Anchore Product Usage Education
 - 2.2.2.1. 10 hours (max.) weeks 2 & 3
 - 2.2.2.2. 5 hours (max.) / week. Hours will expire at the end of each week
 - 2.2.3. Phase 3 Deployment to Production

- 2.2.3.1. 25 hours (max.) weeks 4 through 8
- 2.2.3.2. 5 hours (max.) / week. Hours will expire at the end of each week
- 2.2.4. The above schedule, and any other terms or conditions of this Schedule E, are subject to modification only upon the prior written agreement of both Parties setting forth the terms and conditions of such modification; provided, however, that in no event shall any such modification of the above schedule require Anchore to provide Quickstart Services for more than 20 hours per week or 40 hours in totality.
- 2.3. Quickstart Services are provided by the Quickstart Engineer in accordance with the provisions of Section 2.2 above and as further described below:
 - 2.3.1. Phase 1
 - 2.3.1.1. Compute environment resource planning
 - 2.3.1.2. Configuration planning
 - 2.3.2. Phase 2
 - 2.3.2.1. Production deployment walkthrough and guidance
 - 2.3.2.2. Anchore configuration walkthrough
 - 2.3.3. Phase 3
 - 2.3.3.1. Deployment of Anchore to production environment
 - 2.3.3.2. Configuration of Anchore internals including
 - 2.3.3.2.1. SSO and accounts
 - 2.3.3.2.2. Registry access
 - 2.3.3.2.3. Notifications
 - 2.3.3.2.4. Vulnerability feeds
 - 2.3.3.2.5. Reporting service
 - 2.3.3.3. Anchore Policy review and build-out
 - 2.3.3.4. Anchore configuration for observability (logs, metrics)
- 2.4. Onsite Services. All Quickstart Services provided under this Schedule E shall be provided remotely. In the event that Customer requests Anchore to provide, and Anchore agrees to provide, additional Quickstart Services issues onsite at Customer's facilities, such onsite Quickstart Services will be set forth in an SOW and charged on a time and materials basis at Anchore's then-current rates for each. To ensure Anchore's availability to provide any such onsite Quickstart Services that Anchore agrees to provide, Customer must schedule such onsite Quickstart Services at least 3 weeks in advance of the requested service date.

3. Exclusions

Quickstart Services do not include services which are generally provided as Anchore Professional Services (as defined in the Master Agreement) pursuant to Schedule C, such as but not limited to:

3.1. direct hands-on installation, modification and/or configuration of Anchore

Software or other non-Anchore supplied software;

- 3.2. non-Anchore related system architecture and design;
- 3.3. formal training;
- 3.4. API scripting;
- 3.5. custom development or engineering.

4. Obligations

Quickstart Services are subject to Customer's:

- 4.1. payment of all applicable fees under the Master Agreement and all applicable Schedules;
- 4.2. designation from time to time of a reasonable number of authorized Customer personnel who can work with the Quickstart Engineer;
- 4.3. receipt of all Products from Anchore, and provision of (i) prompt written notice to Anchore (a) of the number of locations at which Customer has installed the Product in a development, staging, or production mode as of the Quickstart Services Commencement Date (each an "Installation Location") and (b) for each such Installation Location, whether the related software environment is for development, staging, or production of the Product ("Software Environment") and (ii) reasonable advance written notice of any changes in or additions to any such Installation Locations and/or Software Environments;
- 4.4. use of the Products in a supported configuration that can be maintained and supported through Anchore's provision of Support Services (as defined in the Master Agreement);
- 4.5. changing Product settings or configurations reasonably recommended by Anchore;
- 4.6. ensuring that Customer (i) has obtained all licenses required by Anchore to access and use all Products and Software and (ii) adheres, and causes all its Authorized Users to adhere, to all licensing and other terms and conditions applicable to such Products and Software, including without limitation those set forth in the Master Agreement, all applicable Schedules, and the applicable Order Form;
- 4.7. making available to Anchore access to Customer's computer networks and IT systems, and all data, documents, materials, and other information, reasonably required by Anchore to perform the Quickstart Services requested by Customer, including, but not limited to, any data, documents, materials, or other information specifically identified in the applicable Order Form (collectively, "Customer Materials"). Customer will be solely responsible for ensuring that all such Customer Materials are accurate and complete.
- 4.8. acknowledgement and agreement, as hereby given by Customer, that nothing in this Schedule E will, or will be deemed to, restrict or limit Anchore's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party.

5. Service Fees

Customer shall pay Anchore the Fees set forth in the applicable Order Form for Quickstart Services provided by Anchore under this in accordance with the provisions of such Order Form and the Master Agreement.

6. Ownership

As between Customer and Anchore, Customer will exclusively own all right, title and interest in and to the Customer Materials, including without limitation all worldwide patent rights, copyright rights, trademark rights, trade secret rights, know-how and any other intellectual property rights therein. Anchore acknowledges and agrees that Customer Materials constitute Confidential Information of Customer. Subject to Customer's rights in the Customer Materials, Anchore will exclusively own all right, title and interest in and to any software programs, tools, utilities, processes, inventions, devices, works of authorship, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Anchore or its personnel in connection with performing the Quickstart Services (collectively, "Anchore Materials"), including without limitation all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights therein. Customer acknowledges and agrees that Anchore Materials constitute Confidential Information of Anchore.