anchore

Schedule A-1 - Anchore Enterprise Subscription

Version: 20240524

This Schedule A-1 - Anchore Enterprise Subscription, along with Appendix A - Anchore Software Supported Versions ("Appendix A") and Appendix B - Subscription Tiers ("Appendix B"), which are attached hereto and hereby are incorporated by reference herein (all the foregoing, collectively, "Schedule A-1"), 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-1. All capitalized terms used but not defined in this Schedule A-1 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 Enterprise" shall have the meaning ascribed thereto in the Master Agreement.
   1.2. "Anchore Software" or the "Software" refers to (i) the combined open source software and Anchore's proprietary software as explained in more detail in Section 3 of this Schedule A-1 and the link embedded therein.
   1.3. "Deployment" means a single deployment by Customer of the Software.
   1.4. "Named Contact" is an individual employee or agent of the Customer, with sufficient technical skills to perform basic administrative tasks in a Linux environment.
   1.5. "Anchore Support Portal" refers to the web-based application available at https://anchore.zendesk.com
   1.6. "Customer Success Representative" means the Anchore technical representative designated by Anchore to be the primary contact for the provision of Services to the Customer
   1.7. "Services" means the collection of services set forth herein that are provided by Anchore to the Customer as part of the Complete Success Plan
   1.8. "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.
   1.9. "SBOMs per month" means the addition or re-addition of a Software Bill of Materials (SBOM) to the Deployment.
   1.10. "Service Establishment'' refers to the processes provided by Anchore so that contacts identified in advance 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 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 Features and Support Services during such Subscription Term pursuant to and in accordance with the Master Agreement and this Schedule A-1.

2.2. A "Subscription" as referred to herein and in the Master Agreement shall consist of

2.2.1. A subscription identified by Tier name as outlined in Appendix B.

2.2.2. Optional Software add-ons for each subscription Tier as described in Appendix B.

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 A-1.

3.2. The Anchore Software includes the components and features identified at https://docs.anchore.com/current/

3.3. Entitlement to certain features is limited by Tier as described in Appendix B and shall be as set forth in the applicable Order Form.

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. Each Deployment must have a valid Subscription.

3.5.1. Each Deployment must have sufficient entitlement to the number of SBOMs per month to meet the SBOM workload for that Deployment.

3.5.2. Each Deployment may exceed the SBOMs per month limits as listed in Appendix B for up to three months. After this period, Anchore will charge the customer for additional SBOM Pack add-ons equivalent to the highest month's usage in the previous three months.

3.6. 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.

3.7. 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.

3.8. 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. Support Services

4.1. Scope of Support

4.1.1. Support Services consist of assistance and response with respect to issues, usage, and problem diagnosis for the Anchore Software and supported environments as listed in Appendix A via 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. The latter are otherwise provided through customer success plans (reference Schedules G or H, as applicable).

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.

4.2.   Establishment of Support Services

4.2.1.   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.

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.   Service Level Objectives (SLO) for Basic 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 SLO for the applicable Subscription purchased, based on the following table:

SLO	Basic
Time Coverage	9am-5pm per day (EST or GMT based on Customer specified location), Mon-Fri
Initial Response	4 business hours

4.3.2.   Initial Response:

4.3.2.1.   Initial response is defined as the period of time within which Anchore will receive and acknowledge the issue raised by Customer through the Anchore Support Portal.

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 SLO 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 A-1; 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.

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

4.3.4. Hot Fixes:

4.3.4.1. 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)

4.3.4.2. 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.

4.3.4.3. 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.

4.4. Defect Escalation

4.4.1. 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.

4.4.2. 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.

4.5. Out-of-Scope Services

4.5.1. 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:

4.5.1.1. 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.

4.5.1.2. 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").

4.5.1.3. 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.

     4.5.1.4. 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.

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

     4.5.1.6. Customer's failure to meet its responsibilities under the Master Agreement or this Schedule A-1.

     4.5.1.7. 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.

4.6. Basic Success Plan Services

  4.6.1. The availability of Services for use by Customer shall commence promptly after the Order Form Effective Date of the applicable Product Order Form ("Services Commencement Date") and will be signified by an onboarding meeting between Customer and the Anchore Customer Success Representative. For clarity, (i) to receive any Services hereunder, Customer must initially contact the Customer Success Representative and identify the Services that Customer desires so that Customer and the Customer Success Representative can discuss the details regarding Anchore's provision of such Services and (ii) Services availability may be contingent on Anchore's staffing levels at the time of Customer's applicable Services request.

  4.6.2. Anchore will at its discretion make a Customer Success Representative available to the Customer as the primary contact for Services. For clarity, Customer and Anchore acknowledge and agree that this contact will be a shared resource and may be assigned to other customer accounts.

  4.6.3. All Services are provided remotely. However, if Customer requests Anchore to provide, and Anchore agrees to provide, additional Services onsite at the Customer's facilities ("Onsite Services"), the terms and conditions governing such Onsite Services will be set forth in a mutually agreed upon and executed Statement of Work ("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 Services, Customer must schedule such Onsite Services at least 3 weeks in advance of the requested commencement date therefor.

4.7. Services are provided hereunder by Anchore at the direction of the Customer Success Representative as described below in this Section 4.7:

  4.7.1. Onboarding, consisting of:

     4.7.1.1. Services to allow Customer to raise support tickets in the Anchore web-based support portal

     4.7.1.2. Services which allow Customer to locate documentation and key information about the Product

  4.7.2. Guided Setup & Configuration, consisting of:

     4.7.2.1. Kickoff and Planning

        4.7.2.1.1. Services to plan compute and environment requirements for a deployment of the Product

        4.7.2.1.2. Services to plan the configuration of a Product deployment following Anchore recommended best practices for a supported version of and

environment for the Product in accordance with Schedule A-1 to the Master Agreement

4.7.2.2.   Pre-production Product Use Education

4.7.2.2.1.   Services to guide Customer in the deployment of the Product

4.7.2.2.2.   Services to guide Customer in the configuration and maintenance of the Product

4.7.2.3.   Production Deployment and Configuration Guidance

4.7.2.3.1.   Services to guide Customer in the deployment of a Production environment

4.7.2.3.2.   Services to guide Customer in the configuration of a Production environment

4.7.2.3.3.   Services to guide Customer in configuration of single sign on ("SSO") and accounts prior to usage

4.7.2.3.4.   Services to guide Customer in configuration of container registries in the Product environment

4.7.2.3.5.   Services to guide Customer in configuration of notifications in the Production environment

4.7.2.3.6.   Services to guide Customer in configuration of vulnerability feeds in the Product environment

4.7.2.3.7.   Services to guide Customer in usage of the reporting capabilities of the Product

4.7.2.3.8.   Services to guide Customer in usage of the Product Policy features

4.7.2.3.9.   Services to guide Customer in operational maintenance of the Product deployment

4.7.3.   Anchore Expert On-demand

4.7.3.1.   Services to allow Customer to book a remote meeting with a Customer Success Representative for reasonable best practice recommendations for a supported version of the Product in accordance with Schedule A-1 to the Master Agreement

4.7.3.2.   Services are restricted to fielding Customer questions regarding Product functionality and usage

4.7.3.3.   Bookings made by Customer shall be limited to a total of 2 hours per month

5. Exclusions
   5.1.   Direct hands-on installation, modification and/or configuration of the Product
   5.2.   Installation, configuration, backup or management of any non-Anchore supplied software or hardware (such as database, networking, identity management systems) or related materials
   5.3.   API scripting
   5.4.   Custom development of the Product or any other software
   5.5.   Participation from Anchore representatives via instant messaging systems, such as Slack

Appendix A – Anchore Software Lifecycle

This is Appendix A to that certain Schedule A-1 - Anchore Enterprise 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 A-1, or the applicable Order Form, as the case may be.

Anchore Enterprise versions are using 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 as they become available.

Product Version	GA End of Support
Anchore Enterprise v4	June 18th 2024
Anchore Enterprise v5	6 months after the GA of v6

Appendix B - Supported Features

This is Appendix B to that certain Schedule A-1 - 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 A-1, or the applicable Order Form, as the case may be. Subscriptions to Anchore Enterprise are available in either the Pro tier ("Pro Tier") or the Premium tier ("Premium Tier").

Anchore Enterprise contains a number of capabilities and features. Unless otherwise limited to one of the two specific subscription Tiers identified above, according to the table and definition below, all features of the software are included in the software subscription and supported according to the product documentation at https://docs.anchore.com:

Feature	Description	Subscription Tier
Foundations		
CI/CD Integrations	Plugins for Jenkins, GitLab, and the use of AnchoreCTL for integration into any CI/CD system.	All Tiers
Registry Integrations	Plugins for Harbor and support for any Docker v2 API compatible registry.	All Tiers
Multi-tenancy	Support for separating data into independent namespaces that have their own users, policies, reports, and data lifecycle management.	Pro Tier: 2 account limit. Premium Tier: Unlimited
Kubernetes Runtime	Use of the anchore-k8s-inventory tool and the Kubernetes admission controller with the Kubernetes/Runtime UI view.	Additional SKU for Premium Tier only
ECS Runtime	Use of the anchore-ecs-inventory tool.	Additional SKU for Premium Tier only
ServiceNow Integration	Plugin for use with the ServiceNOW Container Vulnerability Response (CVR) module.	Additional SKU for Premium Tier only
Secure		
Secure Gates	Use of the vulnerabilities, malware, and secret_scans gates as part of the Policy Engine.	All Tiers
Anchore Vulnerability Feed	Access to vulnerability data provided by Anchore including: copies of data provided by 3rd parties such as NVD, GitHub, etc (3rd Party Data); enrichment of 3rd party Data with additional metadata (Enriched Feed); additional metadata to help mitigate false positives (Exclusion Feed).	All Tiers

Enforce		
Enforce Gates	Use of the following gates as part of the Policy Engine: dockerFile, licenses, passwd_file, metadata, retrieved_files, files, packages, Distro, Ancestry.	Premium Tier only
NIST Policy Pack	File or files containing Policy Engine rules for compliance with NIST standards.	Premium Tier only
FedRAMP Policy Pack	File or files containing Policy Engine rules for compliance with FedRAMP standards.	Additional SKU for Premium Tier only
DOD Policy Pack	File or files containing Policy Engine rules for compliance with US Department of Defense standards.	Additional SKU for Premium Tier only
Support		
Basic Support	Web-based support subject to the Basic SLO	All Tiers
Essential Support	As defined in Schedule G	Additional SKU
Complete Support	As defined in Schedule H	Additional SKU
Deployment		
SBOMs Per Month Entitlement	The maximum number of SBOMs per month that the customer is entitled to present to the system. The SBOM count is incremented via use of the 'anchorectl image add' command, call to the equivalent API, or the addition of any SBOMs through use of the repository or tag subscription feature which looks for new content in a registry.	Pro Tier: 2000 Premium Tier: 4000
SBOM Pack	The use of an additional 1000 SBOMs/month in addition to those granted by the subscription tier.	Additional SKU

Supported Deployment Environments

Anchore Enterprise 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)