



Schedule I - Anchore STIG Limited Availability Subscription

Version: 20240826

This Schedule I - Anchore STIG Limited Availability Subscription shall constitute a "Schedule", as defined and used 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 I. All capitalized terms used but not defined in this Schedule I 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 STIG Software" or the "STIG Software" refers to the software provided by Anchore including the Anchore STIG Checker utility, Anchore STIG browser graphical interface, and any STIG profile files as supplied with such software. The STIG Software shall constitute "Software" and a "Product" for purposes of the Master Agreement.
- 1.1. "Named Contact" is an individual employee or agent of the Customer, with sufficient technical skills to perform basic administrative tasks in a Linux environment.
- 1.2. "Anchore Support Portal" refers to the web-based application available at <https://anchore.zendesk.com>
- 1.3. "Limited Availability" refers to the period before the software subscription to the STIG Software ("Subscription") is made Generally Available Software by Anchore and during which the Service Description or terms of service may vary.
- 1.4. "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 term of the applicable Subscription ("Subscription Term").
- 1.5. "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 STIG is a Subscription for the applicable Subscription Term, which provides the Customer with entitlement to Limited Availability Software and associated Support Services during such Subscription Term pursuant to and in accordance with the Master Agreement and this Schedule I.
- 2.2. Limited Availability subscriptions do not renew automatically.
- 2.3. Support Services (as defined hereinbelow) are provided only on the supported versions of the Anchore STIG Software identified in Section 4 (Support Services") below.

3. Anchore STIG Software

- 3.1. All Anchore STIG 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 this Schedule I, and the applicable Order Form.
- 3.2. The Anchore STIG Software includes:
 - 3.2.1. Anchore STIG Checker, a tool for running STIG checks against a container image ("static scan") or a container instance ("runtime scan").
 - 3.2.2. Anchore STIG Browser, a graphical interface for browsing output generated by the Anchore STIG Checker
 - 3.2.3. STIG profiles used by the Anchore STIG Checker.
- 3.3. Anchore will provide ongoing updates to the Anchore STIG Software, in its sole and exclusive discretion, to provide new features and, as required, security or bug fixes.
- 3.4. Anchore reserves the right to request the Customer to upgrade the version of Anchore STIG Software that Customer is then-currently accessing and/or using in response to any issues with the STIG Software, and Customer promptly shall comply with such request.
- 3.5. During the Limited Availability release of the STIG Software, the Subscription license entitles the customer to use the Anchore STIG Software in pre-production or production up to a maximum of 4000 scan outputs per month via the Anchore STIG checker software across both static and runtime options.
- 3.6. The Anchore STIG Checker for runtime scans is compatible with:
 - 3.6.1. Any Kubernetes Certified Service Provider (KCSP) as certified by the Cloud Native Computing Foundation (CNCF).
 - 3.6.2. Any Kubernetes Certified Distribution as certified by the CNCF.
- 3.7. Anchore will support the STIG Software for the term of the applicable Order Form.

4. Support Services

- 4.1. "Support Services" as used herein and in the Master Agreement shall mean the Implementation Support Services and the Post-Implementation Support Services, as defined in Section 4.3 and 4.4 below, collectively.
- 4.2. 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.
- 4.3. Implementation Support Services:
 - 4.3.1. At a mutually-agreeable time during the Subscription Initial Term, Anchore will provide to Customer 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 STIG 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 STIG Software in the Customer's environment.
 - 4.3.2. 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 Agreement).

4.4. Post-Implementation Support Services”

4.4.1. Post-Implementation Support Services consist of assistance and response with respect to post-implementation issues, usage, and problem diagnosis for the Anchore STIG Software and supported environments as listed in Section 4 (Support Services) above 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.

4.4.2. In order for Anchore to provide Post-Implementation Support Services in connection with any issue with the STIG 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 STIG Software on hardware and an operating system certified or approved in advance by Anchore as being suitable to run the STIG Software; and (d) procure, install and maintain all software, equipment, communication interfaces and other hardware necessary to operate the STIG Software and all other Anchore Products provided to Customer in accordance with instruction and other information provided by Anchore.

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

4.4.4. 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 STIG Software and any available documentation, including without limitation the Documentation, before installing or operating the Anchore STIG Software and for testing the Anchore STIG Software prior to deploying the Anchore STIG Software in a production environment.

4.4.5. Anchore is not obligated to provide Post-Implementation Support Services when: (a) the STIG 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.

4.5. Establishment of Support Services

4.5.1. 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.

4.5.2. Support Contacts

- 4.5.2.1. 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.
- 4.5.2.2. The Named Contacts must have "read, write and execute" access to the necessary files and configuration, English language communication skills and relevant technical knowledge.
- 4.5.2.3. 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.
- 4.5.2.4. Named Contacts will be the only interface to the Anchore Customer support center. In an emergency, an Anchore support engineer may respond to a STIG-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.

4.6. SLA for Support Services

- 4.6.1. 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	Standard
Time Coverage	9am-5pm per day (EST Mon-Fri)
Priority One (Urgent)	8 business hours
Priority Two (High)	12 hours
Priority Three (Normal)	2 business days
Priority Four (Low)	4 business days

4.6.2. Priority Definitions:

- 4.6.2.1. Priority One is an issue that severely impacts Customer's use of the Anchore STIG 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.
- 4.6.2.2. Priority Two is an issue in which the Anchore STIG 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.
- 4.6.2.3. Priority Three is an issue that involves partial, non-critical loss of use of the Anchore STIG 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.

4.6.2.4. 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.

4.6.3. Escalation Procedures

4.6.3.1. 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.

4.6.3.2. 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.

4.6.3.3. 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 I; 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.

4.6.3.4. 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.

4.6.4. Hot Fixes:

4.6.4.1. 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 STIG Software specific to, and identified and reported by, Customer in accordance with the process set forth in this Section 4 (Support Services)

4.6.4.2. 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.

4.6.4.3. 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 STIG Software.

4.7. Defect Escalation

4.7.1. 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.

4.7.2. 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.

4.8. Out-of-Scope Services

4.8.1. 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:

- 4.8.1.1. 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.
- 4.8.1.2. 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").
- 4.8.1.3. 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.
- 4.8.1.4. 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.
- 4.8.1.5. Services related to third-party products or services.
- 4.8.1.6. Customer's failure to meet its responsibilities under the Master Agreement or this Schedule I.
- 4.8.1.7. 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.