



## SAAS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement, including all exhibits, schedules, Statements of Work and Order Forms (as defined below) (collectively, the “**Agreement**”) are the terms of service under which Sysdig, Inc. (“**Sysdig**”) agrees to grant the customer (“**Customer**”) access to and use of the Sysdig Services, Introductory SaaS Service, and Beta Releases (as defined below). By indicating Customer’s acceptance of this Agreement, executing an Order Form that references this Agreement, or using the Sysdig Services, Introductory SaaS Service, or Beta Releases, Customer agrees to be bound by this Agreement. If you are entering into this Agreement on behalf of an entity, such as the company you work for, then you represent to Sysdig that you have the legal authority to bind the Customer to this Agreement. Sysdig and Customer are each a “**Party**” and collectively, the “**Parties**”, hereunder.

### 1. DEFINITIONS

“**Affiliate**” means with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities.

“**Agent**” or “**Software**” means Sysdig software, including but not limited to the application that runs in Customer’s operating environment and captures systems information, including but not limited to calls and events.

“**Authorized User**” means a named individual that: (a) is an employee, representative, consultant, contractor or agent of Customer or a Customer Affiliate; (b) is authorized to use the SaaS Service pursuant to this Agreement; and (c) has been supplied a user identification and password by Customer. Customer shall be responsible for all access and use of the SaaS Service by the Authorized Users.

“**B2B Relationship Data**” means any administrative, transactional or account related data or communications provided by or on behalf of Customer to Sysdig in connection with the creation, purchase, maintenance, or support of Customer’s account with Sysdig.

“**Customer Data**” means any data or other information which is provided by (or on behalf of) Customer directly or indirectly to Sysdig in connection with the Services, Introductory SaaS Service or Beta Releases, including data that is collected by the Software, and shall not include Customer Personal Data or Service Analytics as defined hereunder.

“**Customer Personal Data**” means any Customer Data which (i) qualifies as “Personal Data” “Personal Information” “Personally Identifiable Information” or any substantially similar term under applicable privacy laws and (ii) is processed by Sysdig on behalf of Customer in connection with the Agreement. For the avoidance of doubt, Customer Personal Data shall not include B2B Relationship Data or Service Analytics as defined hereunder.

“**Documentation**” means the end user technical documentation provided with the Services, as may be modified from time to time.

“**License Entitlement**” means the license quantity pursuant to which the SaaS Service is deployed by Sysdig, as set forth in an Order Form, which may be measured by the number of servers, agents, containers, hosts, or metrics, and may include time-based or usage based billing.

“**License Keys**” means an alphanumeric code that enables use of the Software.

“**Open Source Software**” means a program in which source code is made publicly and freely available for use and modification pursuant to certain license terms.

“**Order Form**” means a document executed by and between Sysdig and Customer or electronically accepted by Customer that references this Agreement, purchase confirmation or any other document which details the Services to be provided by Sysdig, the fees associated therewith, and any other transaction-specific terms and conditions.

“**Statement of Work**” or “**SOW**” means a statement of work or other such executed document that references this Agreement, whereby Customer engages Sysdig to perform certain training, consulting,

technical account management, professional, or similar services related thereto.

“**SaaS Service**” means Sysdig’s hosted service solution as specified on an Order Form, made available at [www.sysdig.com](http://www.sysdig.com). The SaaS Service may include the use of certain Software, as applicable.

“**Services**” means the specific ordered SaaS Service, Support Services, and any of the training services, technical account management services, and/or consulting or other professional services, pursuant to one or more Order Forms and SOW(s), if applicable.

“**Subscription Term(s)**” means the subscription period(s) specified in an Order Form, during which Authorized Users may use the SaaS Service, subject to the terms of this Agreement.

“**Support Services**” means the maintenance and support services provided by Sysdig to Customer during the Subscription Term, as set forth on the Order Form.

“**Update**” is a SaaS Service release that Sysdig makes generally available to all Sysdig customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix; or it may be enhancement, new feature, or new functionality.

### 2. PROVISION AND USE OF THE SERVICES

**2.1 Provision of the SaaS Service.** Subject to Customer’s payment of all fees due hereunder, Sysdig grants Customer a limited, non-exclusive, non-sublicenseable, nontransferable (except as specifically permitted in this Agreement) right to access and use the SaaS Service during the applicable Subscription Term, pursuant to the License Entitlement as set forth in the applicable Order Form, solely for Customer’s internal business purposes. This grant includes the right to implement the Software for use with the SaaS Service, if applicable. Customer may permit its Affiliates to use and access the SaaS Service and Documentation in accordance with this Agreement, but Customer shall be responsible for the compliance of all Affiliates with this Agreement, Documentation, and the Order Form(s).

**2.2 Use Restrictions.** Customer shall not (and shall not permit any third party to): (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to the SaaS Service in a manner that allows anyone to access or use the SaaS Service without an Authorized User subscription, or to commercially exploit the SaaS Service; (b) use the SaaS Service to provide, or incorporate the SaaS Service into, any product or service provided to a third party; (c) use the SaaS Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code except to the extent expressly permitted by applicable law (and then only upon advance notice to Sysdig); (e) copy, modify or create any derivative work of the SaaS Service or any Documentation; (f) remove or obscure any proprietary or other notices contained in the SaaS Service; (g) allow Authorized User subscriptions to be shared or used by more than one individual Authorized User (except that Authorized User subscriptions may be reassigned by Customer to new Authorized Users replacing individuals who no longer use the SaaS Service for any purpose); (h) publicly disseminate performance information regarding the SaaS Service; further, Customer shall not (and shall not permit any third party to) access or use the SaaS Service: (i) to send or store



infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights and/or in violation of applicable laws; (ii) to send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, or agents; (iii) in a manner that interferes with or disrupts the integrity or performance of the SaaS Service (or the data contained therein); (iv) to gain unauthorized access to the SaaS Service (including unauthorized features and functionality) or its related systems or network; or (v) disable or bypass the measures that Sysdig may use to prevent or restrict access to the SaaS Service, or if applicable, use the SaaS Service in excess of the License Entitlement limits set forth in the Order Form(s).

**2.3 Support Services.** During the Subscription Term, Sysdig will provide Support Services to the Customer in accordance with the purchased Support Services level detailed in [Exhibit A](#). Customer is required to have Support Services for the duration of the applicable Subscription Term. Customer shall be entitled to Updates to the extent Sysdig incorporates such Updates into the SaaS Service subject to the applicable Order Form during the Subscription Term.

**2.4 Use of Services Deliverables.** Subject to Customer's payment of all fees due hereunder, Sysdig grants Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement), to use those elements of the Sysdig Technology (as defined below) embodied in the Services deliverables, if any, in Customer's ordinary course of business, solely as so embodied. Sysdig reserves all other rights in and to the Sysdig Technology.

**2.5 Beta Releases.** From time to time, Sysdig may grant Customer access to "alpha", "beta", "technical preview" or other early-stage products ("**Beta Releases**"). Customer shall comply with all terms related to any Beta Releases as posted or otherwise made available to Customer. Sysdig may add or modify terms related to access or use of the Beta Release at any time. While Sysdig may provide assistance with Beta Releases in its discretion, notwithstanding anything to the contrary in this Agreement, CUSTOMER AGREES THAT ANY BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT SERVICES, MAINTENANCE, STORAGE, OR SERVICE LEVEL OBLIGATIONS OF ANY KIND. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH SYSDIG WILL NOT BE RESPONSIBLE. Sysdig makes no promises that future versions of a Beta Release will be released. Customer's use of the Beta Release will automatically terminate upon the release of a generally available version of the applicable Beta Release or upon notice of termination by Sysdig.

**2.6 Introductory SaaS Service.** From time to time, Sysdig may make available one or more offers for use of an introductory tier of the SaaS Service at no cost ("**Introductory SaaS Service**"). Customer shall comply with all terms, including applicable service, account and data retention limits related to any Introductory SaaS Service, all as posted or otherwise made available to Customer. Sysdig may add or modify terms related to access or use of the Introductory SaaS Service at any time. While Sysdig may provide limited support as further detailed in the documentation for the Introductory SaaS Service, CUSTOMER AGREES THAT ANY INTRODUCTORY SAAS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. Customer further acknowledges that Customer, subject to the terms and conditions of this Agreement, may upgrade to the SaaS Service at any time.

**2.7.** Either Party may suspend or terminate access or use of any Introductory SaaS Service or Beta Release at any time for any reason or no reason. Notwithstanding anything to the contrary in the Agreement, after suspension or termination of Customer's access to or use of any Introductory SaaS Service or Beta Release for any reason (a) Customer will not have any further right to access or use the applicable Introductory SaaS Service or Beta Release and (b) Customer Data used in the applicable Introductory SaaS Service or Beta Release may be deleted or inaccessible. Notwithstanding anything contained to the contrary in this Agreement, Sysdig and its licensors' cumulative and aggregate liability arising out of or relating to the Introductory SaaS Service or Beta Releases is limited to \$1,000 USD.

### 3. CUSTOMER OBLIGATIONS

**3.1 Data Collection.** Customer has exclusive control and responsibility for determining what Customer Data is submitted to the Services, Introductory SaaS Service and Beta Releases and for obtaining all necessary consents and permissions for submission of Customer Data and processing instructions to Sysdig.

**3.2 Rights in Customer Data.** Customer is solely responsible for the accuracy, content and legality of all Customer Data and agrees to comply with all applicable laws in its use of the Services, Introductory SaaS Service and Beta Releases. Customer represents and warrants that Customer has all necessary rights, consents and permissions to collect, share and use Customer Data as contemplated in this Agreement, without violation or infringement of any third-party intellectual property, publicity, privacy rights or any laws and regulations.

**3.3 Customer Data; Storage.** Without limiting Sysdig's obligations hereunder, Customer acknowledges that Customer is responsible for properly configuring and using the SaaS Service, Introductory SaaS Service and Beta Releases and otherwise taking reasonable action to secure and protect Customer accounts and Customer Data.

**3.4 Open Source Software and Third-Party Software.** Customer acknowledges and agrees that certain Open Source Software libraries, components and utilities, and other third-party software not owned or developed by Sysdig are embedded in the Software. The publicly available open source license terms governing the Open Source Software shall take precedence over this Agreement to the extent that the Agreement imposes greater restrictions on Customer. Customer hereby acknowledges that Sysdig disclaims and makes no representation or warranty with respect to the Open Source Software, or any portion thereof, and notwithstanding anything contained to the contrary herein assumes no liability for any claim that may arise with respect to such Open Source Software or Customer's use or inability to use the same.

### 4. PROPRIETARY RIGHTS.

**4.1 Customer Data.** As between the Parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Sysdig a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Services, Introductory SaaS Service and Beta Releases to Customer during the Subscription Term.

**4.2 Sysdig Technology.** The Services, Introductory SaaS Service, Beta Releases, Documentation, including all copies and portions thereof, and all intellectual property rights therein, including, but not limited to derivative works, deliverables, Updates, enhancements and modifications therefrom ("**Sysdig Technology**"), shall remain the sole and exclusive property of Sysdig. Customer is not authorized to use



(and shall not permit any third party to use) the Sysdig Technology or any portion thereof except as expressly authorized by this Agreement.

**4.3 Service Analytics.** Sysdig may process Service Analytics for internal business purposes in order to deliver, enhance, secure and support the Services, Introductory SaaS Service, Beta Releases and Software. Customer may have the ability to configure the Services, Introductory SaaS Service and Beta Releases (as applicable) to limit the Service Analytics that are collected. Customer may refer to the Documentation and/or Customer's account representative for more information. "Service Analytics" means all information and data that the Services, Introductory SaaS Service, and Beta Releases generate or otherwise obtain from Customer's use of the foregoing, including but not limited to usage statistics, telemetry and analytics and similar information, collected by cookies, web beacons, and other similar applications. Sysdig may disclose the results of its analysis of the Service Analytics publicly or to third parties in connection with our marketing and promotion efforts, including but not limited to presentations, technical reports and whitepapers, provided that such results do not contain any personally identifiable information, or enable a third party to determine the source of such information.

## 5. FEES & PAYMENT

**5.1 Fees and Payment.** (A) All fees are as set forth in the applicable Order Form and shall be paid by Customer within thirty (30) days of date of invoice, unless otherwise specified in the applicable Order Form or SOW. Except as expressly set forth in an Order Form or SOW: (a) payment obligations are non-cancelable and fees are non-refundable; and (b) Customer may not decrease the License Entitlement or downgrade to the Introductory SaaS Service during the applicable Subscription Term. Where Customer designates use of a third-party payment processor network, Customer shall be responsible for payment of all fees and charges associated with use of such network (including registration, participation, and payment processing fees) and Sysdig may invoice for such fees together with the subscription fees or on separate invoice(s). For SaaS Service subscriptions that are usage based, for overage incurred during the Subscription Term, Sysdig shall calculate Customer's monthly usage in accordance with the lower of: a) overage rates set forth in the Order Form or b) the usage rates as posted or otherwise made available to Customer. In such event, Sysdig shall invoice Customer based on the prior month's activity. Such overage fees are due and payable immediately upon invoice.

(B) For certain SaaS Service subscriptions, pay as you go billing may be made available to Customer. Unless otherwise set forth in an applicable Order Form: (i) Sysdig will calculate Customer's usage and invoice Customer for the prior month's activity (ii) Customer will pay Sysdig the applicable the usage rates as posted or otherwise made available to Customer (iii) fees are due and payable immediately upon invoice and (iv) Sysdig reserves the right to increase the fees by giving Customer at least thirty (30) days prior written notice. Sysdig may bill Customer more frequently for fees accrued if the Customer account is suspected to be at risk of non-payment.

**5.2 Effect of Nonpayment.** This Agreement or Customer's access to Services may be suspended or terminated if Customer's account falls into arrears. Unpaid amounts may be subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law, plus all collection costs.

**5.3 Taxes.** All fees stated on Order Form are exclusive of any taxes, levies, or duties ("Taxes"), and Customer will be responsible for payment of all such Taxes excluding taxes based solely on Sysdig income. Unless Customer provides Sysdig a valid state sales/use/excise tax exemption certificate, Customer will pay and be solely responsible

for all Taxes. Sysdig may invoice Taxes in accordance with applicable law together on one invoice or a separate invoice. Sysdig reserves the right to determine the Taxes for a transaction based on Customer's "bill to" or "ship to" address, or other information provided by Customer on the location of Customer's use of the SaaS Service. Customer will be responsible for any Taxes, penalties or interests that might apply based on Sysdig's failure to charge appropriate tax due to incomplete or incorrect location information provided by Customer. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of the Services under this Agreement, Customer shall increase the sum paid to Sysdig by an amount necessary for the total payment to Sysdig equal to the amount originally invoiced.

**5.4 Travel and Expenses.** Customer will pay any reasonable and actual pre-approved out-of-pocket expenses incurred in connection with the Services which may include without limitation, airfare, lodging, and meals. Sysdig shall provide Customer invoices and receipts for any such Customer pre-approved expenses.

**5.5 Rescheduling Policy Applicable to Services.** Sysdig and Customer will commence Services (which for purposes of this Section 5.5 excludes the SaaS Service and Support Services) on a start date to be mutually agreed to between the Parties. Customer may reschedule Services by notifying Sysdig in writing (which can include by email) with fifteen (15) business days' prior notice and Sysdig will make commercially reasonable efforts to reschedule. If performance of the Services is delayed due to Customer's failure to provide required access, personnel availability or is otherwise canceled with less than fifteen (15) business days' notice once ordered by Customer, Sysdig may charge Customer the then prevailing daily charge, plus reimbursement of all travel-related expenses (if applicable), for each day (up to a maximum of 15 days) for each person assigned by Sysdig to provide the Services. Sysdig strongly recommends scheduling the Services engagement in a single instance over a period of consecutive days. However, in no event shall Services be scheduled in fewer than in one full day increments, unless otherwise set forth in an SOW. No Services shall be scheduled in partial day increments.

## 6. TERM AND TERMINATION

**6.1 Term.** This Agreement will continue for so long as there is an Order Form in effect between the Parties or for so long as Customer is using the Introductory SaaS Service, unless earlier terminated pursuant to the terms of this Agreement.

**6.2 Termination for Cause.** Either Party may terminate this Agreement (or any affected Order Form or Statement of Work) (a) upon the other Party's material breach that remains uncured for thirty (30) days following written notice of such breach, except that termination will take immediate effect on written notice in the event of a breach of Section 2.2 ("Use Restrictions"), Section 2.4 ("Use of Services Deliverables") or 10 ("Confidential Information"); or (b) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors (and not dismissed within sixty (60) days thereafter).

**6.3 Termination for Convenience.** Either Party may terminate this Agreement, Order Form(s) or Statement of Work, for any reason or for no reason, by providing the other Party at least thirty (30) days' prior written notice. However, in the event of a Customer termination for convenience, Customer shall not be entitled to any refund or relief from payment of any fees paid or payable under the Agreement, applicable Order Forms or Statement of Work.





#### **6.4 Treatment of Customer Data Following Expiration or Termination.**

Customer agrees that following termination of this Agreement, or termination or expiration of any Order Form, Sysdig may immediately deactivate Customer's account(s) associated with the Agreement or applicable Order Form. During the thirty (30) day period following termination or expiration, Sysdig will grant a reasonable number of Authorized Users access to the SaaS Service for the sole purpose of retrieving Customer Data. Within a reasonable time thereafter, Sysdig will delete Customer Data from the SaaS Service. Notwithstanding the foregoing, Customer understands that Sysdig may retain copies of Customer Data in regular backups or as required by law, which will remain subject to the confidentiality and security standards set forth in Sections 10 and 11, respectively, for so long as Customer Data is retained by Sysdig. Customer acknowledges that the retention of Customer Data in the SaaS Service is at all times subject to Sysdig's SaaS Service data retention policies which shall be made available to Customer upon request and are subject to update from time to time in Sysdig's reasonable discretion, but in no event shall any such update result in a material reduction of SaaS Service data retention periods in effect during Customer's applicable Subscription Term. Any "snapshot" of Customer Data therefore is *inclusive* of the Sysdig SaaS Service data retention policies in effect at the time of Customer Data retrieval.

**6.5 Effect of Termination.** Upon early termination of this Agreement by Customer for Sysdig's uncured material breach pursuant to Section 6.2 or by Sysdig pursuant to Section 6.3, Customer is entitled to a prorated refund of prepaid fees relating to the Services applicable to the remaining period in the applicable Subscription Term. Upon expiration or termination of this Agreement by Sysdig for Customer's uncured material breach pursuant to Section 6.2 or by Customer pursuant to Section 6.3, unpaid fees relating to the Services applicable to the duration of any applicable Subscription Term will be immediately due and payable. In addition, upon expiration or termination of this Agreement for any reason: (a) all rights granted to Customer under this Agreement, and Sysdig's obligation to provide the Services, Introductory SaaS Service or Beta Releases will terminate (including any and all rights related to Software); and (b) any payment obligations accrued pursuant to this Agreement, as well as the provisions of Section 6, 8, 10, and 12 of this Agreement will survive such expiration or termination.

### **7. LIMITED WARRANTY**

**7.1 Limited Warranty.** Sysdig warrants that during the Subscription Term the Services made available for Customer's use (which for purposes of this Section 7.1 excludes Support Services which shall be addressed under Exhibit A) will operate in substantial conformity with the applicable Documentation. In the event of a material breach of the foregoing warranty, Customer's exclusive remedy and Sysdig's entire liability, shall be for Sysdig to use commercially reasonable efforts to correct the reported non-conformity within thirty (30) days, or if Sysdig determines such remedy to be impracticable, Sysdig at its discretion, may terminate the applicable Order Form (and applicable Statement of Work, if any) and Customer will receive, as its sole remedy, a refund of any fees Customer has pre-paid for use of affected Services for the terminated portion of the applicable Subscription Term. The warranty set forth in this Section 7.1 shall not apply if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or any use provided on a no-charge or evaluation basis.

**7.2 Malicious Code.** Sysdig warrants that Sysdig will not knowingly introduce into the Services software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm.

**7.3 Warranty Disclaimer.** EXCEPT FOR THE WARRANTY IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS". NEITHER SYSDIG NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHER, SYSDIG DOES NOT WARRANT THE SAAS SERVICE WILL BE ERROR-FREE OR THAT USE OF THE SAAS SERVICE WILL BE UNINTERRUPTED. SYSDIG'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF ANY ERROR SHALL BE LIMITED TO PROVISION OF SUPPORT SERVICES.

### **8. LIMITATION OF REMEDIES AND DAMAGES**

**8.1 Liability Cap.** EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") (FOR WHICH THE LIABILITY LIMITATION SHALL BE ONE MILLION DOLLARS (\$1,000,000) IN THE CUMULATIVE AND AGGREGATE FOR ALL CLAIMS); AND (B) CUSTOMER'S INFRINGEMENT OF SYSDIG'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY EXCEED THE AMOUNTS PAID BY AND/OR DUE FROM CUSTOMER FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM, UNDER THE APPLICABLE ORDER FORM(S) RELATING TO THE CLAIM.

**8.2** EXCEPT FOR CUSTOMER'S INFRINGEMENT OF SYSDIG'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY, OR SYSDIG'S AFFILIATES OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3 Limitations Fair and Reasonable.** EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

### **9. INDEMNIFICATION**

**9.1 By Sysdig.** Sysdig shall defend Customer from and against any claim by a third party alleging that the SaaS Service when used as authorized under this Agreement infringes any trademark or copyright of such third party, enforceable in the jurisdiction of Customer's use of the SaaS Service, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Customer's actions) ("Infringement Claim") and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer by a court of competent jurisdiction or agreed in settlement



by Sysdig (including reasonable attorneys' fees) resulting from such Infringement Claim. Sysdig will have no obligation and assumes no liability under this Section 9 or otherwise with respect to any claim based on: (1) if the SaaS Service is modified by any party other than Sysdig, but solely to the extent the alleged infringement is caused by such modification; (2) if the SaaS Service is combined, operated or used with any Customer Data or any Customer or third party products, services, hardware, data, content, or business processes not provided by Sysdig where there would be no Infringement Claim but for such combination; (3) to any action arising as a result of Customer Data or any third-party deliverables or components contained within the SaaS Service; (4) if Customer settles or makes any admissions with respect to a claim without Sysdig's prior written consent; or (5) to any use provided on a no-charge or evaluation basis. **THIS SECTION 9 SETS FORTH SYSDIG'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.**

**9.2 Remedies.** If Customer's use of the SaaS Service is (or in Sysdig's opinion is likely to be) enjoined, if required by settlement or if Sysdig determines such actions are reasonably necessary to avoid material liability, Sysdig may, at its option: (i) procure for Customer the right to use the SaaS Service in accordance with this Agreement; (ii) replace or modify, the SaaS Service to make it non-infringing; or (iii) terminate Customer's right to use the SaaS Service and discontinue the related Support Services, and upon Customer's certification of deletion of the Software (if any), refund prorated pre-paid fees for the remainder of the applicable Subscription Term for the SaaS Service.

**9.3 By Customer.** Customer will defend, indemnify and hold Sysdig harmless from and against any damages and costs (including reasonable attorneys' fees and costs incurred by Sysdig) finally awarded against Sysdig arising from or in connection with any claim alleging that Sysdig's use of the Customer Data infringes a copyright, trademark, trade secret or breaches privacy, or publicity right of a third party.

**9.4 Indemnity Process.** Each Party's indemnification obligations are conditioned on the indemnified Party: (a) promptly giving written notice of the claim to the indemnifying Party; (b) giving the indemnifying Party sole control of the defense and settlement of the claim; and (c) providing to the indemnifying Party all available information and assistance in connection with the claim, at the indemnifying Party's request and expense. The indemnified Party may participate in the defense of the claim, at the indemnified Party's sole expense (not subject to reimbursement). Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any claim unless such admission, concession, settlement, or compromise includes a full and unconditional release of the other Party from all liabilities in respect of such claim.

## 10. CONFIDENTIAL INFORMATION

**10.1** Each Party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, personal data, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Data, pricing information, Sysdig Technology, Beta Releases (including the existence of), performance information relating to the Services, Introductory SaaS Service or Beta Releases, and the terms and conditions of this Agreement shall be deemed Confidential Information without any marking or further designation. Except as

expressly authorized herein, the Receiving Party shall (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 10 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 10. The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party without use of or reference to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

**10.2 Customer Personal Data.** Customer acknowledges that the Services, Introductory SaaS Service and Beta Releases do not require Customer to input or otherwise transmit Customer Personal Data and Customer agrees not to input or otherwise transmit any Customer Personal Data to the Services, Introductory SaaS Service or Beta Releases without Sysdig's explicit consent or as otherwise set forth in the applicable Order Form or other written agreement between the Parties.

**10.3 Data Processing Agreement.** Subject to Section 10.2, and so long as Customer has separately executed the same, the terms of the Sysdig Global Data Processing Agreement ("**DPA**") are hereby incorporated by reference and shall apply to Sysdig's processing of Customer Personal Data on behalf of Customer. Customer represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of Customer Personal Data.

**10.4 B2B Relationship Data; Service Analytics.** For the avoidance of doubt and subject to the terms hereunder, Sysdig processes Service Analytics and B2B Relationship Data in its role as an independent controller and in accordance with applicable laws and Sysdig's privacy policy.

## 11. SECURITY.

**11.1** During the Subscription Term, Sysdig will maintain reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data at least as rigorous as the measures standard in the industry in accordance with Section 11.3. Sysdig will not use Customer Data except to provide the Services, Introductory SaaS Service, Beta Releases or Support Services in accordance with this Agreement or as instructed by Customer.

**11.2** Sysdig will be liable for any unauthorized access to Customer Data by third parties only to the extent resulting from Sysdig's failure to adhere to the requirements set out by applicable law, the Sysdig Security Addendum (as defined in Section 11.3) or from Sysdig's gross negligence or willful misconduct. The provisions of this Section 11.2 apply notwithstanding any provision of this Agreement or any other



agreement between Sysdig and Customer (or any affiliate of Customer) to the contrary.

**11.3 Sysdig Security Addendum.** Sysdig will implement and maintain commercially reasonable security measures (as set forth in [Exhibit B](#)) designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data in the custody and under the control of Sysdig; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that Sysdig’s return or disposal of such Customer Data is performed in a manner consistent with Sysdig’s obligations under the Agreement and applicable law.

**12. GENERAL TERMS**

**12.1** If Customer acquired the Services from a Sysdig authorized distributor or reseller (“**Partner**”), then this Agreement is not exclusive of any rights Customer obtains under Partner’s sale agreement. If a Partner has granted Customer any rights that Sysdig does not also directly grant to Customer in this Agreement, or that conflict with this Agreement, then Customer’s sole recourse with respect to such rights is against the Partner. The provisions of Section 6.1-6.3 do not apply to Customer, and Customer’s billing and payment rights and obligations are governed by the Partner sale agreement. However, if the Partner from whom Customer purchased the Services fails to pay Sysdig any amounts due in connection with the Services, then Sysdig may suspend Customer’s rights to use the Services, with notice to Customer. Customer acknowledges that Customer’s remedy in the event of such suspension is solely against the Partner.

**12.2 References.** Unless otherwise specified in the applicable Order Form, Sysdig may refer to Customer as one of Sysdig’s customers and use Customer’s logo as part of such reference, provided that Sysdig complies with any Customer trademark usage requirements provided by Customer. Upon reasonable request, Customer will serve as a reference account for Sysdig, provided, however, that Sysdig will provide Customer with reasonable notice and obtain Customer’s consent before scheduling any reference activity. Furthermore, if so specified in the applicable Order Form, Sysdig may either: (a) issue a press release announcing the relationship between Sysdig and Customer, or (b) submit a joint press release to Customer for Customer’s approval, such approval not to be unreasonably withheld or delayed.

**12.3 Compliance With Laws.** Sysdig and Customer will comply with all applicable laws and regulations with respect to performance under this Agreement, including, without exception all requirements of applicable state and federal privacy laws and regulations governing personally identifiable information, personal information, personal data and any other substantially similar term. Without limiting the foregoing, each Party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws (“**Anti-Corruption Laws**”). Each Party agrees that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a

permit or license, or directing business to any person. Each Party represents and warrants to the other that neither it nor its Affiliates, nor any of its or their users, officers or directors, are persons, entities or organizations with whom the other Party is prohibited from dealing (including provision of software, products or services) by virtue of any applicable law, regulation, or executive order, including US export control laws, and names appearing on the U.S. Department of the Treasury’s Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List.

**12.4 Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assignor under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially of the assigning Party’s assets, provided that the assignee has agreed to be bound by all of the terms of this Agreement and all fees owed to the other Party are paid in full. If Customer is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of Sysdig, then Sysdig may terminate this Agreement upon thirty (30) days prior written notice.

**12.5 Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

**12.6 Governing Law; Jurisdiction and Venue.** This Agreement will be governed by the Applicable Law described below as applicable (without regard to the conflicts of law provisions of any jurisdiction), and claims arising out of or in connection with this Agreement will be subject to binding arbitration in accordance with Section 12.6 to be located in the Arbitration Tribunal and Venue of the Jurisdiction based on the Customer’s country of residence, according to the following table:

Customer Residence	Applicable Law	Arbitration Tribunal and Venue
Americas	State of California, USA	American Arbitration Association in San Francisco, California, USA
Outside of the Americas	England & Wales	London Court of International Arbitration, London, England

Each Party irrevocably submits to the personal jurisdiction and venue of and agrees to service of process issued or authorized by any court in the Jurisdiction in any action or proceeding. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

**12.7 Arbitration.** Any and all disputes, claims or causes of action, in law or equity, including without limitation, claims arising out of or related to the Parties’ negotiations and inducements to enter into this Agreement, enforcement, breach, performance or interpretation of this Agreement will be submitted to mandatory, binding arbitration under the auspices of the Arbitration Tribunal applicable above, or its successors, under its then-current commercial arbitration rules and procedures. **Both Parties acknowledge that by agreeing to arbitration, they waive the right to resolve any such dispute**







**through a trial by jury or judge or administrative proceeding.**

Nothing in this Agreement is intended to prevent either Party from obtaining injunctive relief in any competent court to prevent irreparable harm pending the conclusion of any such arbitration. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator(s) or any other court may, in its discretion, award reasonable costs and fees to the prevailing Party. This Agreement is subject to the operation of the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

**12.8 Notice.** Notices to a Party will be sent by first-class mail, overnight courier or prepaid post to the address for such Party as identified on the first page of this Agreement and will be deemed given seventy-two (72) hours after mailing or upon confirmed delivery or receipt, whichever is sooner. Customer will address notices to Sysdig Legal Department, with a copy to [legalnotices@sysdig.com](mailto:legalnotices@sysdig.com). Either Party may from time to time change its address for notices under this Section 12.8 by giving the other Party at least thirty (30) days prior written notice of the change.

**12.9 Force Majeure.** Neither Party will be in default or liable under this Agreement by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the reasonable control of such Party, including acts of God or of the public enemy, terrorism, political unrest, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, failure of third party connections, epidemic, pandemic or virus, utilities or networks, earthquake, hostile attacks, restrictions, strikes, and/or freight embargoes.

**12.10 Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claiming such waiver. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

**12.11 Entire Agreement; Interpretation.** This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. In this Agreement, headings are for convenience only and “including”, “e.g.”, and similar terms will be construed without limitation. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, or Exhibit hereto, such conflict will be resolved in the following order, except to the extent expressly specified otherwise in the applicable Order Form or SOW: this Agreement (b) the Exhibits (c) Order Form (d) Statement of Work. Any preprinted terms on any Customer ordering documents or terms referenced or linked therein will have no effect on the terms of this Agreement and are hereby rejected, including where such Customer ordering document is signed by Sysdig. Customer acknowledges that the SaaS Service is an on-line, subscription-based product, and that in order to provide improved customer experience Sysdig may make changes to the Services, and

Sysdig will update the applicable Documentation accordingly. The Support Service level may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices (but the modifications will not materially decrease Sysdig’s obligations).

**12.12 Subcontractors.** Sysdig may use the services of subcontractors and permit them to exercise the rights granted to Sysdig in order to provide the Services, Introductory SaaS Service, and Beta Releases under this Agreement. These subcontractors may include, for example, Sysdig’s hosting infrastructure. Sysdig remains responsible for compliance of any such subcontractor with the terms of this Agreement.

**12.13 Feedback.** Sysdig shall be free to use, irrevocably, in perpetuity, for free and for any purpose, all suggestions, ideas and/or feedback relating to the Services, Introductory SaaS Service or Beta Releases (collectively, “Feedback”) provided to Customer, its Affiliates and Authorized Users.

**12.14 Independent Contractors.** The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party’s behalf without the other Party’s prior written consent.

**12.15 Export Control.** In its use of the Services, Introductory SaaS Service, and Beta Releases, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) Customer shall not (and shall not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall not submit to the Services, Introductory Service or Beta Release any information that is controlled under the U.S. International Traffic in Arms Regulations.

**12.16 Government End-Users.** Elements of the Services, Introductory SaaS Service and Beta Releases are commercial computer software. If the user or licensee hereunder is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, Introductory SaaS Service or Beta Release, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services, Introductory SaaS Services and Beta Releases were developed fully at private expense. All other use is prohibited.

**12.17 Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.



**Exhibit A**  
**SUPPORT SERVICES POLICY**  
(SaaS)

1. **DEFINITIONS**

- a) “**Error**” means a failure of the SaaS Service to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of the SaaS Service.
- b) “**Start Time**” means the time at which Sysdig first becomes aware of an Error.

2. **SUPPORT SERVICES**

Sysdig will provide Support Services to Customer through the portal located at <https://support.sysdig.com> or through other customer support center contacts, set forth below (the “**Customer Support Center**”). Customer will receive Updates, other software modifications or additions, procedures, or routine or configuration changes that may solve, bypass or eliminate the practical adverse effect of the Error. Support Services do not include: (i) Assistance in the development or debugging of Customer’s system, including the operating system and support tools; (ii) Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications; (iii) Assistance with the installation and configuration of hardware including, but not limited to, computers, hard disks, networks, and printers; (iv) Technical support, phone support, or updates to non-Sysdig products or third party enabling technologies not licensed under the Agreement; or (v) Support for: (a) Software not operated on a supported hardware/operating system platform specified in the release notes or Documentation for the Software; (b) altered or modified Software; (c) problems caused by Customer’s negligence, misuse, or hardware malfunction; or (d) use of the Software inconsistent with Sysdig’s instructions. Sysdig is not responsible for hardware changes necessitated by changes to the Software.

3. **SUPPORT SERVICES SUBSCRIPTIONS**

Pursuant to the Support Services Subscription purchased by Customer, as set forth in the Order Form, Sysdig shall provide the following level of support services:

- a) **Standard Support Services.** Customer will have access to the Customer Support Center in one of the geographical regions offered by Sysdig and selected by Customer, Monday through Friday (9 a.m. to 5 p.m.) in Customer’s selected region. Customer shall be permitted, upon request, to change geographical region no more than once per calendar year. In the event Customer requires multi-regional Support Services coverage, Customer must purchase Premium Support. Submitted Errors will be classified by severity as set forth in the table below. Customer may assign two (2) Technical Support Contacts, which may contact the Customer Support Center through any of the Customer Support Center Contacts, as set forth below.
- b) **Premium Support Services.** Customer will have access to the Customer Support Center 24 hours per day, 7 days a week. Submitted Errors will be classified by severity as set forth in the table below. Customer may assign eight (8) Technical Support Contacts, which may contact the Customer Support Center through any of the Customer Support Center Contacts, as set forth below.

4. **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the prompt installation of all Updates to the Software, as provided by Sysdig. Customer shall provide commercially reasonable cooperation and full information to Sysdig with respect to the furnishing of Support Services. Customer will designate a certain number of employees or agents that will interface with the Customer Support Center, and submit Errors, requests or support tickets (the “**Technical Support Contacts**”). Customer is permitted to name as many Technical Contacts as allowed pursuant to the purchased Support Service Subscription. Customer’s non-named Technical Contacts may contact the Customer Support Center only in case of an emergency or on an exception basis, and Sysdig will respond to such Error submission and cooperate with the non-named Technical Contact, subject to later verification and involvement of a named Technical Support Contact. Additional named Technical Support Contacts may be permitted upon mutual agreement of the Parties.

5. **EXCLUDED SUPPORT SERVICES.** Sysdig shall not be obligated to fix any Error or incident:

- (a) where the SaaS Service is not used for its intended purpose; or
- (b) where the SaaS Service (including Software as applicable) has been altered, damaged, modified or incorporated into other software or services in a manner not approved by Sysdig; or
- (c) where the SaaS Service (including Software as applicable) is a release that is no longer supported by Sysdig; or
- (d) which is caused by Customer’s or a third party’s software or equipment or by Customer’s negligence, abuse, misapplication, or use of the SaaS Service (including Software as applicable) other than as specified in the Documentation; or





(e) which would be resolved by the Customer using an Update or newer version of the SaaS Service (or Software as applicable) or by adding hardware.

If Sysdig determines that it has no obligation to fix the reported incident for one of the reasons stated above, the Parties may mutually agree to enter into a separate agreement authorizing Sysdig to provide additional services at Sysdig’s then-current professional services rates plus expenses.

**6. END OF LIFE POLICY.** Customer acknowledges that new features may be added to the SaaS Service based on market demand and technological innovation. Accordingly, as Sysdig develops enhanced versions of the SaaS Service, Sysdig may cease to maintain and support older versions of the Software. Sysdig will use commercially reasonable efforts to provide Support Services with respect to older versions of the Software that may accompany the SaaS Service. Sysdig shall have no obligation to support Software outside of Sysdig’s stated EOS/EOL policy for the applicable Software. Such EOS/EOL policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Sysdig’s reasonable discretion.

**7. CUSTOMER SUPPORT CENTER CONTACT**

- a) **Telephone for Premium Support Services only:**
  - i. USA Toll Free:** 1-888-4-SYSDIG (+1-888-479-7344)
  - ii. USA Regular:** +1-415-855-4DIG (+1-415-855-4344)
  - iii. UK Toll Free:** +44-808-168-9DIG (+44-808-168-9344)
  - iv. UK Regular:** +44-20-8049-7800
- b) **Email:** Create support ticket via email to [support@sysdig.com](mailto:support@sysdig.com).
- c) **Portal:** <https://support.sysdig.com> and each Technical Support Contact must register with the Customer Support Center on the portal, prior to submitting a ticket.
- d) **Language:** Support Services will be provided in English language.

**8. ERROR RESPONSE SERVICE LEVELS**

Customer shall submit each ticket with a severity level designation based on the definitions in the table below. Severity response times do not vary, whether Customer contacts the Customer Support Center via phone, email or portal. Sysdig shall respond to such ticket in accordance with the severity designation within the time frame set forth below from the Start Time and validate Customer’s severity level designation or notify Customer of a proposed change in the severity level designation with justification for the change. Sysdig will provide continuous efforts to resolve Severity 1 issues until a workaround or resolution can be provided or until the incident can be downgraded to a lower severity. Sysdig will use reasonable efforts to meet the target response times for the Errors stated in the table below. Sysdig does not guarantee resolution and resolution may consist of a fix, workaround, software availability or other solution Sysdig deems reasonable.

	Description	Standard Support Services	Premium Support Services
<b>Severity 1 (Critical)</b>	Any Error in the SaaS Service causing the SaaS Service to be unusable, resulting in a critical impact on the operation of the SaaS Service and there is no workaround.  Sysdig will promptly: (i) assign a specialist to correct the Error; (ii) provide ongoing communication on the status of an Update; and (iii) begin to provide a temporary workaround or fix.	<b>Response Time</b>	<b>Response Time</b>
		Within 4 hours.	Within 30 minutes.
<b>Severity 2 (Serious)</b>	An Error in a SaaS Service where the SaaS Service will operate but its operation is severely restricted. No workaround is available, and performance may be degraded, or functions are limited.  Sysdig will promptly: (i) assign a specialist to correct the Error; and (ii) provide additional escalated Support Services as determined necessary by Sysdig.	<b>Response Time</b>	<b>Response Time</b>
		Within 8 hours.	Within 2 hours.
<b>Severity 3 (Moderate)</b>	An Error in the SaaS Service where the SaaS Service will operate with limitations that are not critical to the overall operation, such as a workaround forces user and or a systems operator to use a time-consuming procedure to operate the system; or removes a non-essential feature.  Sysdig will triage the request and may include a resolution in the next Update.	<b>Response Time</b>	<b>Response Time</b>
		Next business day.	Within 4 hours.
<b>Severity 4 (Low)</b>	An Error in the SaaS Service where the SaaS Service can be used with only slight inconvenience. All SaaS Service feature requests fall into this severity level.  Sysdig will triage the request and may include a resolution in the next Update.	<b>Response Time</b>	<b>Response Time</b>
		Next business day.	Next business day.





## **Exhibit B**

### **Sysdig Security Addendum**

This Sysdig Security Addendum (the “**Addendum**”) outlines Sysdig’s security infrastructure and practices, as may be applicable to the Services. This Addendum will control to the extent of a conflict between the Agreement and this Addendum. Capitalized terms not defined herein are defined in the Agreement.

#### **1. Audits and Certifications**

Sysdig’s security control environment, in connection with certain regions of the SaaS Service, undergoes an independent evaluation in the form of a SOC 2 Type 2 Security audit. These reports are available upon request. For more information on Sysdig’s security and related certifications (excluding whitepapers or other marketing materials referenced on the site, if any), visit the Sysdig Trust Center at [www.sysdig.com/trust-center](http://www.sysdig.com/trust-center) (or its successor URL).

#### **2. SaaS Service Architecture**

The SaaS Service leverages third party cloud infrastructure, such as Amazon Web Services (AWS), and is operated in a multi-tenant environment designed to segregate and restrict customer data access based on business needs. The architecture provides an effective logical data separation for different customers via customer-specific unique identifiers, allows the use of customer and user role-based access privileges and provides separate environments for different functions, especially for testing and production, and provides additional data segregation. The use of cloud infrastructure permits Customers to self-select in which regions/data center(s) to host Customer Data. Sysdig and the third party cloud provider operate a shared security responsibility model, where the third party cloud provider is responsible for the security of the underlying cloud infrastructure (such as data-center facilities, hardware and software systems).

#### **3. Incident Management**

Sysdig maintains a security incident management program. Upon detection of a security incident, including but not limited to a data breach incident, Sysdig undertakes an internal investigation and where appropriate, remediation process, up to and including notification to impacted individuals, all in accordance with applicable law.

#### **4. Operational Security**

Sysdig maintains a set of physical security policies, processes and procedures based on industry best practices that govern physical security and environmental controls (e.g. badging, escorting) used to both guard Sysdig’s systems and scoped data, and to govern visitors to Sysdig’s physical locations and facilities. Sysdig maintains a change management process to monitor changes to information systems, network devices, system components, physical and environment changes, and software development.

#### **5. Asset Management**

Sysdig’s data and information system assets include corporate and customer assets. These asset types are managed under our security policies and procedures. Sysdig authorized personnel who access and handle these assets are required to comply with the procedures and guidelines defined by Sysdig’s security policies. Anti-virus tools are configured to run scans, virus detection, real-time file write activity and signature file updates. Laptop and remote users are covered under virus protection. Role based access controls are implemented for access to information systems. Processes and procedures are in place to address employees who are voluntarily or involuntarily terminated. Access controls to sensitive data in our databases, systems, and environments are set on a need-to-know / least privilege necessary basis. Access control lists define the behavior of any user within our information systems, and security policies limit them to authorized behaviors.

#### **6. Risk Assessment Management**

Sysdig maintains a corporate risk assessment program and policy that defines risk levels for discovered issues with employee(s) assigned to manage and regularly review the program and policy. Sysdig’s risk management program includes guidance on the potential threat identification, and mitigation strategies for those risks. Sysdig performs risk assessments on an annual basis.

#### **7. Business Continuity**

Sysdig maintains a documented business continuity/disaster recovery plan and tests it on an annual basis. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Sysdig implements a disaster recovery program at all our data center locations. This program includes multiple components to minimize the risk of any single point of failure. Application data is replicated to multiple systems within the data center and, in some cases, replicated to secondary or backup data centers that are geographically dispersed to provide adequate redundancy and high availability.

#### **8. Information Security**

Sysdig has documented security policies and procedures that define information security rules and requirements for its Software and Services environment that are reviewed at least annually and updated as necessary. Customer Data submitted by Customer to the SaaS Service is transmitted securely with adequate standard in-transit encryption protection. Additionally, Sysdig uses the most current industry standard encryption for at-rest encryption of Customer Data.



**9. Vendor Management**

Sysdig maintains a vendor management program that establishes the rules and requirements for any vendor that will access, store and/or process Sysdig's information assets and includes conducting the relevant security assessment for such vendor.

**10. Personnel Security**

Sysdig employees are required to sign confidentiality agreements and acknowledge Sysdig's Code of Ethics. The Code of Ethics outlines Sysdig's expectation that every employee will conduct business ethically, lawfully and with integrity and respect for each other as well as Sysdig customers, partners, vendors, competitors and other third parties. All employees are provided with security training as part of onboarding and all employees are required to complete an annual training course on code of conduct policies. Additionally, Sysdig currently conducts employment background checks on all Sysdig employees and certain consultants and contractors upon hire, unless expressly, and then solely to the extent, prohibited by law: (1) to verify the accuracy of employment chronology and educational credentials; and (2) to verify such employee, consultant or contractor (as applicable) has no civil, criminal or credit history that would preclude successful fulfillment of the role with Sysdig including, but not limited to, meeting confidentiality obligations. There are processes in place to address both the onboarding and offboarding of Sysdig employees, consultants and contractors.

**11. Vulnerability Management**

Sysdig conducts security assessments to identify vulnerabilities in both Sysdig's corporate IT infrastructure and SaaS Service, and to determine the effectiveness of the Sysdig patch management program.

**12. Penetration Testing**

Sysdig, or an authorized third party on Sysdig's behalf, conducts annual penetration testing of its SaaS Service to assess current threats and vulnerabilities. Each security concern is reviewed to determine if it is applicable, ranked based on risk, and assigned to the appropriate team for remediation.

**13. Data Protection and Personal Data Processing**

In connection with providing products and services to our customers, Sysdig protects Customer Personal Data using appropriate physical, technical and organizational security measures as further set forth in the DPA. Furthermore, Sysdig's privacy policy located at: <https://sysdig.com/privacy-policy/> contains more information on how Sysdig handles and protects Service Analytics, B2B Relationship Data and any other data collected by Sysdig in its role as an independent data controller, such as data collected in connection from users of the Sysdig websites.

**14. Return/Deletion of Customer Data**

Following termination or expiration of the Customer's subscription to the relevant SaaS Service, Sysdig shall deactivate Customer's account and Customer has thirty (30) days to access its account and download or export Customer Data. Following such thirty (30) day period, Customer Data in Sysdig systems or otherwise in its possession or under its control shall be subject to deletion. See Agreement for more details.