<u>**License Agreement**</u>

Thank you for your interest in using Sysdig Monitor and/or Sysdig Secure (the "Service"). The following constitutes a valid and binding agreement ("Agreement") between Draios Inc., a Delaware corporation with principal offices at 1949 5th Street Suite 104, Davis, CA 95616, doing business as Sysdig ("Sysdig"); and the Ordering Activity agency, entity or customer under GSA Schedule contracts listed in the corresponding registration for the Service (the "Ordering Activity" or "you" or "your" or "Customer"). Please read this Agreement carefully as it contains the legal terms and conditions that govern the Ordering Activity's use of, and access to, the Service. By both parties executing this Agreement in writing you are agreeing to all of the terms and conditions of this Agreement.

1. Services and Support

A. Subject to the terms and conditions of this Agreement, Ordering Activity will be provide you with access to the Service and any related software ("Software"), including the Sysdig Monitor and/or Sysdig Secure agent(s), and materials provided by Sysdig for Ordering Activity's use as part of the Services.

B. Sysdig may in its discretion enhance a previously purchased capability of the Service or otherwise change the Service and/or Software to add additional capabilities to or otherwise improve the functions of the Software and/or Service from time to time, and reserves the right to do so with or without notice.

C. Sysdig will undertake commercially reasonable efforts to provide the Services. Notwithstanding the foregoing, Sysdig reserves the right to temporarily suspend Ordering Activity's access to the Services: (i) for scheduled or emergency maintenance.

D. Subject to the terms hereof and during the term of this Agreement, other than for Services provided under a free evaluation, Sysdig will use commercially reasonable efforts to provide Ordering Activity with its standard support services.

2. Restrictions and Responsibilities

A. Access to the Services may require the Ordering Activity to install certain software applications. Subject to the terms hereof, payment of all applicable fees, and any applicable user/use limitations, Sysdig grants Ordering Activity a personal, nonsublicensable, and nonexclusive right to download and use such software applications in object code form only.

B. Ordering Activity will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software or software applications, documentation or data related to the Services (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for "benchmarking," timesharing or service bureau purposes or for any purpose other than its own use for its own benefit; use, distribute or otherwise provide the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any United States privacy, intellectual property, consumer and child protection, obscenity or defamation laws); or use the Services or Software in excess of any limitations or restrictions set forth in an Order Form (if applicable). Unless otherwise specified in an Order Form, Ordering Activity shall not use the Services or Software with more than 15 Containers for each Host licensed by Ordering Activity from Sysdig. Please refer to Sysdig website for the definitions of Container and Host.

C. Ordering Activity will not, and will not permit any third party to (a) take any action that imposes, or may impose at Sysdig' discretion an unreasonable or disproportionately large load on Sysdig' infrastructure; (b) uploading invalid data, viruses, worms, or other software agents through the Services; (c) impersonating another person or otherwise misrepresenting Customer's affiliation with a person or entity; (d) interfering with the proper working of the Services; or (e) bypassing the measures that Sysdig may use to prevent or restrict access to the Services. ORDERING ACTIVITY ACKNOWLEDGES THAT THE SERVICES AND SOFTWARE MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE LICENSE PERIOD OR TO TEMPORARILY PREVENT USE INCONSISTENT HEREWITH.

D. Ordering Activity acknowledges that Sysdig uses, or may use, third party vendors and hosting partners to provide the necessary hardware, software, networking and related technology required to run the Service and that Sysdig also makes no warranties with respect to such third party materials and that Sysdig shall not be responsible for any failures attributable to such third party materials. If Sysdig employs any subcontractors, Sysdig will be responsible for their actions.

E. Reserved

F. Ordering Activity will be responsible for maintaining the security of Ordering Activity account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Ordering Activity account with or without Ordering Activity's knowledge or consent.

3. Confidentiality

A. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Confidential Information" of the Disclosing Party).

B. The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Sysdig may collect and generate data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance, and use and make available such data for Sysdig's business purposes.

C. Ordering Activity acknowledges that Sysdig does not wish to receive any Proprietary Information from Ordering Activity that is not necessary for Sysdig to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Sysdig may reasonably presume that any unrelated information received from Ordering Activity is not confidential or Proprietary Information.

D. Reserved.

E. Notwithstanding the foregoing, the Disclosing Party recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C, 552, which requires that certain information be released, despite being characterized as "Confidential" by Sysdig.

4. Intellectual Property Rights

A. Except as expressly set forth herein, Sysdig alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Ordering Activity or any third party relating to the Service and/or the Software, which are hereby assigned to Sysdig. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising may be limited by GSAR 552.203-71. Ordering Activity will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. Ordering Activity is hereby granted a non-exclusive, nontransferable, revocable right to use all data generated by the Software and Service ("Resulting Data") for its internal analysis purposes only. This Agreement is not a sale and does not convey to Ordering Activity any rights of ownership in or related to the Service or Software, or any intellectual property rights.

5. Third Party Content

Sysdig may provide you with software that may include third-party content that may have an open source license.

Please review our documentation, which lists third party content at: http://support.sysdigcloud.com/hc/en-us/articles/208276103-Third-Party-Open- Source-Content, a current copy of which is attached hereto as Exhibit B. Nothing herein shall bind the Ordering Activity to any Third Party terms unless the terms are provided for review and agreed to in writing by all parties.

6. Payment of Fees

A. As applicable, Ordering Activity shall pay Sysdig for use of the Service in accordance with the service plan selected by Ordering Activity and the GSA Pricelist approved by Sysdig ("GSA Pricelist"). Unless otherwise specified in an Order Form, the payment shall be in accordance with Sysdig's then current GSA Pricelist and policies attached hereto for the service plan selected by Ordering Activity, which are incorporated by reference into this Agreement. All fees are due and payable in U.S. dollars. If not otherwise specified, payments will be due within thirty (30) days of invoice receipt date.

B. If an Order Form limits or otherwise constrains use of the Services or Software (e.g., the Order Form limits or the pricing is based on the number of containers monitored through the Service), and Ordering Activity exceeds such limit or constraint, Sysdig shall promptly invoice Ordering Activity, and the fees due from Ordering Activity shall be increased to account for such excess use; such fees to be calculated at Sysdig's then current GSA Pricelist rates for the service plan selected by Ordering Activity.

C. Unpaid Fees are subject to interest governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

Sysdig shall state separately on its invoices taxes are excluded from the fees and the Ordering Activity agrees to either pay the amount of the taxes to Sysdig or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

7. Term and Termination

A. Unless otherwise specified in an Order Form, the term of this Agreement shall commence as of the date on which this Agreement is entered into by you registering for or using the Service, and will remain in effect until terminated by either party as set forth below.

(i) When the Ordering Activity is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Sysdig shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

B. Upon termination of this Agreement in accordance with the Contract Disputes Act and Federal Acquisition Regulation, you acknowledge and agree that all rights to use the Service shall terminate and you will no longer have access to any electronic communications and/or data that you published, posted, uploaded or otherwise transmitted to the Service.

C. All sections of this Service Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

8. Limited Warranty

THE SERVICES ANY DOCUMENTATION, AND ANY UPDATES ARE PROVIDED FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF RECEIPT, PERFORM IN ACCORDANCE WITH ANY WRITTEN SPECIFICATIONS ACCOMPANYING AND SYSDIG CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. SYSDIG (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ORDERING ACTIVITY SHALL REMAIN WHOLLY RESPONSIBLE FOR THE SECURITY OF ORDERING ACTIVITY'S PRODUCTS, SERVICES AND NETWORK.

9. Limitations of Liability

IN NO EVENT WILL SYSDIG (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SYSDIG HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF SYSDIG, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS, OR (ii) THE CONTRACT PRICE. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

10. U.S. Government Matters

Notwithstanding anything else, Ordering Activity may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Ordering Activity acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated Nationalist. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Sysdig are "commercial items" are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent. Both parties agree that this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), as approved by Sysdig, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. In the event of a conflict between a Negotiated Purchase Order signed by both parties and this Agreement, the Negotiated Purchase Order shall prevail but only with respect to terms specifically identified therein as an amendment to this Agreement. In all other cases, in the event of any conflict, the terms of this Agreement shall govern and prevail. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Ordering Activity does not have any authority of any kind to bind Sysdig in any respect whatsoever.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.
Sysdig will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by Federal laws of the United States of America. Sysdig is permitted to disclose that Ordering Activity is one of its Ordering Activity's to any third-party to the extent permitted by the General

Services Acquisition Regulation (GSAR) 552.203-71.

Exhibit A
Reserved

Exhibit B
Open Source

Open Source Content List
boost
dd-agent
protobuf
libcurl
libssh
luajit
openssl
poco
statsite
zlib