



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 (“Ordering Activity”) listed in the corresponding registration for the Service (the “Customer” or “you” or “your” or “Ordering Activity”).

1. SERVICES AND SUPPORT

1.1 The SaaS Agreement specifies the general terms and conditions pursuant to which Sysdig will provide certain software-as-a-service products and/or services. Specific terms for a transaction, including the products and services to be provided by Sysdig (the “Services”), fees, payment term, term/renewal and other applicable terms and conditions, shall be set forth in a Schedule that references this SaaS Agreement and is mutually executed by Sysdig and Ordering Activity (this SaaS Agreement, together with the applicable Schedule, is the “Agreement”). Each Schedule is governed solely by the terms of this SaaS Agreement. If there is a conflict between the terms of this SaaS Agreement and the terms in a Schedule, the terms in the Schedule shall control.

1.2 Subject to the terms and conditions of this Agreement, Ordering Activity will be provided access to the Service (as described on www.sysdig.com) and any related software (“Software”), including Sysdig Monitor and/or Sysdig Secure agent(s), and materials provided by Sysdig for Ordering Activity’s use as part of the Services.

1.3 Upon request, Sysdig may agree to provide integration and other professional services related to the Services (“Professional Services”). The applicable terms (including fees) relating to such services shall be as set forth on the applicable Schedule. For clarity, all modifications, enhancements, software, code, inventions, discoveries, and other technology and materials (and all related intellectual property rights) created, developed or reduced to practice by or on behalf of Sysdig in the course of providing such services shall be owned by Sysdig, and Ordering Activity hereby makes all assignments necessary to accomplish the foregoing.

1.4 Sysdig will undertake commercially reasonable efforts to make the Services available in accordance with the SLA attached as Exhibit B. Notwithstanding the foregoing, Sysdig reserves the right to suspend Ordering Activity’s access to the Services for scheduled or emergency maintenance.

1.5 Subject to the terms hereof, Sysdig will provide reasonable support to Ordering Activity for the Services from Monday through Friday during Sysdig’s normal business hours.

1.6 Sysdig may provide Ordering Activity with software that may include third-party content with an open source license. Further, Ordering Activity acknowledges and agrees that all third-party content may have different terms and such terms are solely between Ordering Activity and the applicable licensor. Please review the Sysdig documentation, which lists licenses governing third party content attached hereto as Exhibit A.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Access to the Services may require the Ordering Activity to install certain software or software applications (each, an “Application”). Ordering Activity agrees to be bound by any End-User Software Agreements that govern the installation and use of Applications after executing those agreements in writing, prior to using an Application. If Sysdig authorizes Ordering Activity to distribute any Application to its end user content customers (“End Users”), Ordering Activity may do so only after effectively binding such End Users to the applicable End-User Software Agreements provided by Sysdig, for the benefit of Sysdig.

2.2 Ordering Activity will not, and will not permit or assist any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, any Application or any other software, documentation or data related to the Services, or any portion thereof (all of the foregoing are “Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software (or any portion thereof); (iii) remove, obscure or alter any proprietary notices (including but not limited to trademark and copyright notices) on any of the Services or Software (or any portion thereof); (iv) use the Services or Software for any benchmarking purposes, or for application service provider, timesharing or service bureau purposes, or any purpose other than its internal use; (v) use 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 applicable privacy, data protection and intellectual property laws); (vi) take any action that imposes, or may impose at Sysdig’s discretion an unreasonable or disproportionately large load on Sysdig’s infrastructure, or otherwise interfere with the proper working of the Services; (vii) upload invalid data, viruses, worms, or other software agents through the Services; or (viii) disable or bypass the measures that Sysdig may use to prevent or restrict access to the Services, or if applicable, use the Services or Software in excess of Service Capacity limits or Usage Restrictions set forth in the applicable Schedule. Unless otherwise specified in a Schedule, Ordering Activity shall not use the Services with more than twenty 20 Containers for each Host licensed by Ordering Activity from Sysdig, where “Container” and “Host” are as defined on the Sysdig website at www.sysdig.com. Ordering Activity acknowledges that the Services may include features to prevent use after the applicable Service Term and/or use inconsistent herewith.

2.3 Ordering Activity will cooperate with Sysdig in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as Sysdig may reasonably request. Ordering Activity will also cooperate with Sysdig in establishing a password or other procedures for verifying that only designated employees of Ordering Activity have access to any administrative functions of the Services.

2.4 Ordering Activity will designate an employee who will be responsible for all matters relating to this Agreement (“Primary Contact”). Ordering Activity may change the individual designated as Primary Contact at any time by providing written notice to Sysdig.

2.5 Although Sysdig has no obligation to monitor the content provided by Ordering Activity or Ordering Activity’s use of the Services, Sysdig may do so and may temporarily remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

2.6 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.

2.7 Ordering Activity acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (“Third Party Services”). Sysdig is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Ordering Activity is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Sysdig does not make any representations or warranties with respect to Third Party Services or any third-party providers. Any exchange of data or other interaction between Ordering Activity and a third-party provider is solely between Ordering Activity and such third-party provider and is governed by such third party’s terms and conditions

3. CONFIDENTIALITY

3.1 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 “Proprietary Information” of the Disclosing Party).

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, and to use any such Proprietary Information only as necessary to exercise its rights or fulfill its obligations under the Agreement, (ii) 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 rightfully 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 access to or 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, and further provided that all any information so disclosed shall continue to be treated as Proprietary Information for all other purposes. The foregoing shall not prohibit Sysdig’s use of non-personally identifiable usage data in connection with improving and modifying its software and services. 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.

3.3 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.

3.4 Reserved.

4. INTELLECTUAL PROPERTY RIGHTS

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, and all enhancements, modifications thereof, and 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 are hereby assigned to Sysdig. Ordering Activity will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. 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. No rights are granted hereunder to Ordering Activity to create derivative works.

Sysdig will obtain and process infrastructure and application metrics provided by or on behalf of Ordering Activity (“Content”) only to perform its obligations under this Agreement. Ordering Activity and its licensors shall (and Ordering Activity hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content distributed through the Services and the intellectual property rights with respect to that Content. If Sysdig receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a “Claim”), Sysdig will submit the claim to the contracting office and the parties shall work together in good faith to resolve the dispute.

Sysdig shall hold Ordering Activity harmless from liability to unaffiliated third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Sysdig is promptly notified of any and all threats, claims and

proceedings related thereto and given reasonable assistance and the opportunity to assume control over defense and settlement; Sysdig will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Sysdig, (ii) resulting in whole or in part in accordance from Ordering Activity specifications, (iii) that are modified after delivery by Sysdig, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Ordering Activity continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Ordering Activity's use of is not strictly in accordance with this Agreement and all related documentation. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

5. PAYMENT OF FEES

5.1 Ordering Activity will pay Sysdig the applicable fees as set forth on the applicable Schedule GSA Pricelist approved by Sysdig (the "Fees"). If a Schedule specifies Service Capacity or Usage Restrictions, or otherwise limits or constrains use of the Services (e.g., the Schedule 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 notify 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 GSA Schedule Price list rate approved by Sysdig for the service plan selected by Ordering Activity and subject to any additional excess use by Ordering Activity. To the extent applicable, Ordering Activity will pay Sysdig the specified fees for any Professional Services. All payments will be made in accordance with the Payment Schedule and the Method of Payment. If not otherwise specified, payments will be due within thirty (30) days of invoice.

5.2 All unpaid fees are subject to a late interest charge as 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.

6. TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the applicable Schedule.

6.2 When the End User 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.

6.3 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.

7. CLIENT SOFTWARE SECURITY

Sysdig represents and warrants that it will not knowingly include, in any Sysdig software released to the public and provided to Ordering Activity hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, intended to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Sysdig fails to comply with the warranty in this Section, Ordering Activity may promptly notify Sysdig in writing of any such noncompliance. Sysdig will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Ordering Activity with a plan for correcting the noncompliance.

8. LIMITED WARRANTY

Sysdig warrants that the services and Sysdig proprietary information will, for a period of sixty (60) days from the date of Ordering Activity's access to the services, perform substantially in accordance with the written specifications or documentation accompanying the services. Except as expressly set forth in the foregoing, the services 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.

9. LIMITATION 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 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, or otherwise, even if Sysdig has been advised of the possibility of damages. The total liability of Sysdig, whether based in contract, tort (including negligence or strict liability), or otherwise, will not exceed, in the aggregate, 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 National. 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" and 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 Ordering Activity or Sysdig without the other party's prior written consent. The Ordering Activity and Sysdig agree that this Agreement, along with the underlying GSA schedule Contract, Schedule Pricelist and Purchase Orders approved by Sysdig are 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 this Agreement and a Negotiated Purchased Order approved and executed by Sysdig, the Purchase Order shall prevail but only with respect to items therein specifically identified therein as an amendment to the terms hereof. Whenever the words: "include" or "including" are used in this Agreement, they will be deemed to be followed by the words: "without limitation". 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. 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.

Exhibit A

Open Source Components

1. Please review the Vendor Documentation, which lists licenses governing third party content at: <http://support.sysdigcloud.com/hc/en-us/articles/208276103-Third-Party-Open-Source-Content>. Open source content as of the Effective Date includes the following, and Ordering Activity may request an updated list at any time:

Open Source Content List
<u>boost</u>
<u>dd-agent</u>
<u>protobuf</u>
<u>libcurl</u>
<u>libssh</u>
<u>lua-jit</u>
<u>openssl</u>
<u>poco</u>
<u>statsite</u>
<u>zlib</u>

(ii) **Sysdig Support Overview**

(iii) **Support SLA and Severity Definitions**

All the SLA's given in this section are based on the business hours given below, with the exception of Severity 1/Urgent issues. Once the issue is mutually identified by the customer and Sysdig as a Severity 1/Urgent issue based on the definition below, Sysdig will put in reasonable effort to provide 24 x 7 updates in a timely manner until a resolution is identified and implemented in customer environment.

Business Hours:

Monday through Friday

9:00 AM – 6:00 PM – US-EST, US-PST (excluding US public holidays)
and 9:00 AM – 6:00 PM BST (UK time zone).

OR

Overall 2:00 am - 6:00 PM PST (excluding US and UK public holidays)

Severity Definitions:

Sev 1/Urgent: Sysdig Platform is not available. Customer cannot reach and use Sysdig Platform.

Some examples:

- A new Platform Release upgrade has affected the complete functionality
- Key P1 out of box Metrics and Alerts are not being reported and cannot be reached

Sev 2/High: Indicates failure of a feature or a function of the Sysdig Platform that is critical to Customer's User Activity.

Some examples:

- A segment of hosts (subnet) are not being reported on although users can reach the affected hosts via other mechanisms within the infrastructure (environment) eg via SSH, Telnet, etc
- Users are not able to make any API calls and/or not getting responses from multiple API calls
- The performance of a segment of hosts (subnet) is being materially impacted by the Sysdig agent

Sev 3/Normal: The Sysdig Platform is functioning, but the issue is restricting normal Customer user activity.

Some examples:

- Users are unable to create their Alerts
- Users are seeing false alerts (false positives)
- Users are not able to make API calls and/or not getting responses from API calls related to User creation or dashboard creation
- Users are seeing issues with App_Checks that have been added in the Agent YAML file
- Cannot create new teams or add in new users to the existing teams

Sev4/Low: There is minimal impact on Customer user desired activity, indicating a minor issue or configuration change in the Sysdig Platform is required. Mainly used for Bugs and FR's

- A new Agent deployment stops reporting on one or more hosts, where we can rollback for no functionality loss
- New Feature requests or new implementation flow that is desired at the agent level or the platform level

- Custom integrations needed by the customers
- Bugs/FR's

1. SLA's Response & Escalation

Sev	Target Time to First Response *	Target time between follow ups *	Target time to Resolution **	Escalate to next level ***
Urgent - 1	2 hours	4 hours or as agreed upon	24 hours	8 hours
High - 2	4 hours	8 hours or as agreed upon	7 - 10 working days	2 days
Normal - 3	8 hours	2 – 4 days or as agreed upon	Next Release or Based on Product Road Map	N/A.
Low - 4	8 hours	Best effort Basis	Based on Product Road Map	N/A

* All response times given are given against the Sysdig Support team working hours in respective geography

** 24 hours Resolution time is targeted only if the issue is Sysdig related. If the issue is underlying cloud related, the resolution time will depend on the Cloud providers SLA and solution.

*** Escalation to the next level is targeted only if the issue is Sysdig related. If the issue is underlying cloud related, the escalation time will depend on the Cloud providers SLA and solution.

(iv) Incident Management

1. Incident Discovery

Incidents may be discovered in any one of the following ways:

For Hosted SaaS:

- Automated Alerts: Sysdig has monitors in place that detect any unusual activity and trigger alerts. Alerts are based on thresholds for
 - Unusual user activity such as increased resource utilization
 - Unusual crashes due to agent settings
 - Systems metrics for Sysdig platform deployments
 - Sysdig platform being unavailable
- Incident impacting majority of the customers and is reported by multiple Sysdig user through
 - our support portal at <http://support.sysdig.com>
 - intercom at <http://app.sysdigcloud.com>
 - by emailing support@sysdig.com
- Incidents reported by cloud service providers regarding incidents impacting their cloud services
- Periodic checks such as vulnerability scans and audit log analysis

For Dedicated OnPrem deployment:

- Incident that are business impacting or affecting any mission critical activities that are reported by any Sysdig customer
 - by any Sysdig customer through our support portal at <http://support.sysdig.com>
 - by any Sysdig user by emailing support@sysdig.com
 - by contacting their respective Sysdig appointed Customer Success Manager (CSM)

2. Incident Notification

On discovery/notification of any incident, the following management plan kicks in.

Step 1: Notification to the Incident Response Team

For Hosted SaaS, the Incident Management Team is notified immediately of any potential incident. Incident notification happens by group email to incident team members as well as members of the response team are notified by phone text message by person reporting the incident.

For Dedicated OnPrem deployments, the CSM is first notified of the incident. The CSM notifies the appropriate team and works towards the resource allocation.

Sysdig's employee directory including email and mobile phone contact information is updated regularly and made available to all employees on a regular basis directly as well as published to a company internal website.

The person reporting the incident also files a severity 1 issue (if not yet done) using Sysdig's support portal so that the issue can be tracked internally.

Step 2: Incident Triage

As an immediate step, the Sr. Director of Support and Success and the key Escalation team member responsible triage the incident to make sure that it is not a false alert and is a valid incident.

In case of a false alert

1. The internal incident ticket is updated to resolved or categorized accordingly.
2. The SaaS Platform Administrator ensures that all Sysdig features are available and functional and closes the incident.
3. The response skips directly to post-mortem step to identify the causes of the false alert.

In case of a valid incident,

1. The triage team updates the incident in the support portal
2. Depending on the nature of the incident, the incident is assigned to the appropriate incident response team member to resolve the incident.

Step 3: Incident Resolution

The incident team member(s) assigned to resolve the incident takes immediate actions to resolve the incident. The incident response team is provided updates every 30 - 60 minutes.

In addition,

- For incidents on Hosted SaaS that may impact customers, the Sr. Director of Customer Support and Success notifies all impacted customers of the incident.
- For incidents that impact the Sysdig deployment (such as cloud service outages), the deployment administrator is assigned to resolve the incident.

- For incidents that may require code fixes to Sysdig, the engineering team is tasked on a high priority basis by the Sysdig SVP of Products. Engineering fixes are first tested on a staging server. On approval by the Release Manager, the deployment administrator patches Sysdig SaaS as a Hotfix that may be outside the scheduled release cycle.

Step 4: Post Incident Resolution

Post incident, all impacted customers are notified of the resolution. The incident is updated inside Sysdig's support portal.

If the resolution involves engineering code fixes to Sysdig, all Sysdig customers that use a dedicated installation of Sysdig are notified of the fix, in case they would like to patch their installations.

For all incidents, a post-mortem is conducted to identify the root cause and how such incidents may be prevented in the future.

(v) Escalations process

Incidents get recorded via our ticketing system and escalate through the regular support process.

1. Incident Escalations Team

Based on the Escalations time provided in the table above, the incidents gets escalated to the appropriate channel/team members if the response and resolution are not done in a timely manner. Customers can also use the Incident Escalations Team if there are any Severity 1 issues that prevent them from using Sysdig in their Production environment. The incident escalations team is composed of the following members

- **Escalation Level 1:** Customer Success Manager - CSM (For key Hosted SaaS accounts and all of our Dedicated OnPrem deployment accounts): This role is responsible to ensure that our customers get on time and appropriate response that would enable them to adopt Sysdig in a much better way providing them the best ROI from the platform. CSM would be the first point of escalation into Sysdig for every account that has a CSM allocated.
- **Escalation Level 2:** Sr. Director of Technical Support and Services: This role is responsible for responding to incidents reported by customers and reporting any incidents such as outages and breaches to Sysdig SaaS users. The director is responsible for providing training to all support agents for identifying and reporting incidents.
- **Escalation Level 2 (SaaS):**SaaS Operations Team (only for Hosted SaaS): This includes our
 - SaaS deployment administrator who is responsible for deployment, maintenance and ongoing operations management for the Hosted Delivery platform.
 - SaaS Platform Administrator: This role is the platform administrator of Hosted Delivery and has the ability to create or disable user accounts, post system-wide notifications, etc.
 - SaaS Release Manager: This role approves any changes to Hosted Delivery such as patches or upgrades.
- **Escalation Level 3:** Executive team: This includes members of Sysdig's executive staff – CEO, VP of Engineering, SVP of Products and VP of WW Sales and Operations.

The response team will engage other Sysdig employees such as Sysdig engineering, professional services and support staff as needed. All roles are transitioned in case any team member is on leave of absence. In case a team member is unavailable during an incident, the team member's supervisor shall be responsible for filling the role.