

SAAS SUBSCRIPTION AGREEMENT

PLEASE NOTE THAT THE TERMS OF THIS SAAS SUBSCRIPTION AGREEMENT SHALL GOVERN YOUR USE OF THE SAAS SERVICE. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

This SaaS Subscription Agreement, including all attachments, exhibits, schedules, addenda, (this "Agreement"), is entered into by and between **Sysdig, Inc.**, a Delaware company with its principal place of business at 85 Second Street, Suite 800, San Francisco, CA 94105, USA ("Sysdig") and the organization on whose behalf you are agreeing to this Agreement, as set forth in the Order Form or online purchasing form ("Customer"). This Agreement shall be effective on the date the initial Order Form is fully executed by the parties or when the purchase is completed by you online (the "Effective Date").

By registering for and/or accessing, using, or subscribing to use the SaaS Service, or by clicking "I Agree" or otherwise affirmatively manifesting your intent to be bound by this Agreement, you represent and warrant that you have: (a) all necessary rights and authority necessary to enter into this Agreement on behalf of Customer; and (b) read, understood, and agree to be bound by this Agreement on Customer's behalf, as well as all other agreements referenced herein and any future modification hereto.

EVALUATION LICENSE. If you are licensing the Software for evaluation purposes, your use of the SaaS Service in only permitted in a non-production environment and for the period limited by the Order Form or license key. Notwithstanding any other provision in this Agreement, an evaluation license of the Software is provided "AS IS" without indemnification, support or warranty of any kind, expressed or implied.

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" means a Sysdig's kernel application that runs on Customer's operating system and captures systems 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.

"Customer Data" means any data that Customer submits to the Service, including data that is collected by the Agent.

"Documentation" means the end user technical documentation provided with the Service, as may be modified from time to time.

"Order Form" means document entered into by and between Sysdig and Customer that references this Agreement, purchase confirmation or any other document which details the Service to be provided by Sysdig, the fees associated therewith, and any other transaction-specific terms and conditions.

"Sensitive Personal Information" means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("PCI DSS"), or other financial account numbers or credentials; (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act ("HIPAA"); (iii) social security numbers, driver's license numbers or other government ID numbers; (iv) any information deemed to be "special categories of data" of an EU resident (as defined in European Union Regulation 2016/679); or (v) other personal or sensitive information subject to regulation or protection under the Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act.

"SaaS Service" means Sysdig's hosted service solution as specified on an Order Form, available at www.sysdig.com.

"Service" means the specific ordered SaaS Service and the Agent.

"Subscription Term(s)" means the subscription period(s) specified in an Order Form, during which Authorized Users may use the 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.

1.1. Provision of the Service. Conditioned upon 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 Service during the applicable Subscription Term, and in scope of use restrictions as set forth in the applicable Order Form, solely for Customer's internal business purposes. This includes the right to implement the Agent for use with the SaaS Service. 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).

1.2. 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 Service in a manner that allows anyone to access or use the SaaS Service without an Authorized User subscription, or to commercially exploit the Service; (b) use the Service to provide, or incorporate the Service into, any product or service provided to a third party; (c) use the 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 Service or any Documentation; (f) remove or obscure any proprietary or other notices contained in the 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 to new Authorized Users replacing individuals who no longer use the SaaS Service for any purpose, whether by termination of employment or other change in job status or function); (h) publicly disseminate performance information regarding the Service; or (i) access to or use of the SaaS Service: (i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to send or store material containing software viruses, worms, trojan horses or other harmful computer



code, files, scripts, or agents; (iv) in a manner that interferes with or disrupts the integrity or performance of the SaaS Service (or the data contained therein); (v) to gain unauthorized access to the Service (including unauthorized features and functionality) or its related systems or network; (vi) disable or bypass the measures that Sysdig may use to prevent or restrict access to the Service, or in applicable, use the Service in excess of certain license restrictions and limits set forth in the Order Form(s).

1.3. 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. Support Services are included in the SaaS Service subscription.

2. CUSTOMER OBLIGATIONS

2.1. Data Collection. Customer has exclusive control and responsibility for determining what data Customer submits to the SaaS Service and for obtaining all necessary consents and permissions for submission of Customer Data and processing instructions to Sysdig.

2.2. 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 Service. 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 regulation.

3. OWNERSHIP.

3.1. 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 Service to Customer during the Subscription Term.

3.2. Sysdig Technology. The Service and Documentation, all copies and portions thereof, and all intellectual property rights therein, including, but not limited to derivative works, enhancements and modifications therefrom, 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 Service, Documentation or any portion thereof except as expressly authorized by this Agreement.

4. FEES & PAYMENT

4.1. Fees and Payment. 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. Except as expressly set forth in an Order Form: (a) payment obligations are non-cancelable and fees are non-refundable, unless specifically provided herein; and (b) Customer may not decrease the purchased number of subscription rights 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.

4.2. Effect of Nonpayment. This Agreement or Customer's access to the SaaS Service 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.

4.3. 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 the 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 Service 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. TERM AND TERMINATION

5.1. Term. This Agreement commences on the Effective Date and unless earlier terminated pursuant to the terms of this Agreement, the Agreement will continue for so long as there is an Order Form in effect between the Parties.

5.2. Termination for Cause. Either party may terminate this Agreement (or any affected Order Schedule) (a) upon the other party's material breach that remains uncured for thirty (30) days following notice of such breach, except that termination will take effect on notice in the event of a breach of Section 1.2 ("Use Restrictions") or 9 ("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).

5.3. Termination for Convenience. Either party may terminate this Agreement for any reason or for no reason, by providing the other party at least thirty (30) days' prior written notice.

5.4. Treatment of Client Data Following Expiration or Termination. Customer agrees that following termination of this Agreement, or termination or expiration of any Order Schedule, Sysdig may immediately deactivate Customer's account(s) associated with the Agreement or applicable Order Schedule(s). 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 Client Data. Thereafter, Sysdig will delete Customer's account, including Client Data, from Sysdig's site. 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 security standards in Section 10 (Security).

5.5. Effect of Termination. Upon early termination of this Agreement by Customer for Sysdig's uncured material breach pursuant to Section 5.2 or by Sysdig pursuant to Section 5.3, Customer is entitled to a prorated refund of prepaid fees relating to the Service 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 5.2 or by Customer pursuant to Section 5.3, fees relating to the Service 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 Support Services and the Service will terminate (including any and all rights related to the Agent); and (b) any payment obligations accrued pursuant to this Agreement, as well as the provisions of Section 5, 7, 9, and 11 of this Agreement will survive such expiration or termination.

6. LIMITED WARRANTY

6.1. Limited Warranty. Sysdig warrants, that during the Subscription Term the Service 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 Customer will receive, as its sole remedy, a refund of any fees Customer has pre-paid for use of the Service for the terminated portion of the applicable Subscription Term. The warranty set forth in this Section 6.1 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.

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

6.3. Warranty Disclaimer. EXCEPT FOR THE WARRANTY IN THIS SECTION 6, THE SERVICE AND ALL RELATED 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 THE USE OF THE SAAS SERVICE WILL BE UNINTERRUPTED.

7. LIMITATION OF REMEDIES AND DAMAGES

7.1. Liability Cap. EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 8 ("INDEMNIFICATION") (FOR WHICH THE LIABILITY LIMITATION SHALL BE ONE MILLION DOLLARS (\$1,000,000) IN THE AGGREGATE); 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.

7.2. EXCEPT FOR CUSTOMER'S INTELLECTUAL PROPERTY INFRINGEMENT, 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.

7.3. Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 7 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.

8. INDEMNIFICATION

8.1. By Sysdig. Sysdig shall defend Customer from and against any claim by a third party alleging that the 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 8 or otherwise with respect to any claim based on: (1) if the 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 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; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service; (5) if Customer settles or makes any admissions with respect to a claim without Sysdig's prior written consent; or (6) to any use provided on a no-charge or evaluation basis. THIS SECTION 8 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.

8.2. Remedies. If Customer's use of the 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 Service in accordance with this Agreement; (ii) replace or modify, the Service to make it non-infringing; or (iii) terminate Customer's right to use the Service and discontinue the related Support Services, and upon Customer's certification of deletion of the Service, refund prorated pre-paid fees for the remainder of the applicable Subscription Term for the Service.

8.3. 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.

8.4. 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 or concession or



settlement or compromise includes a full and unconditional release of the other Party from all liabilities in respect of such claim.

9. CONFIDENTIAL INFORMATION

9.1. Each party (as “**Receiving Party**”) agrees that all code, Customer Data, inventions, know-how, business, 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. The Service, pricing information, any Sysdig technology, performance information relating to the Service, and the terms and conditions of this Agreement shall be deemed Confidential Information of Sysdig 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 9 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 9. 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 who had no access 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.

9.2. Sensitive data. Customer agrees that it will not use the Service to collect, store, process or transmit any Sensitive Personal Information. Where Customer’s use of the SaaS Service includes the processing of personal data (as described in the EU data protection directive 95/46/EC and which excludes Sensitive Personal Information), within the European Economic Area, Customer will enter into a separate data processing agreement (including the European Commission’s Standard Contract Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection) with Sysdig prior to submission of such personal data to the SaaS Service. Customer represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of personal data in the SaaS service. Sysdig shall have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

10. SECURITY. 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. Sysdig will not use Customer Data except to provide the Service or Support Services in accordance with this agreement or as instructed by Customer. If Sysdig detects or becomes aware of a breach of its obligations under this Section 10 resulting in unauthorized access effecting Customer Data, Sysdig will promptly report such breach to Customer.

11. GENERAL TERMS

11.1. 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 a favor of, a direct competitor of Sysdig, then Sysdig may terminate this Agreement upon thirty (30) days prior written notice.

11.2. 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.

11.3. Governing Law; Jurisdiction and Venue. This Agreement will be governed by the Applicable Law (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 the exclusive jurisdiction of the Jurisdiction based on the Customer’s residence, as provided in the following table:

Customer Residence	Applicable Law	Jurisdiction
Americas	State of California, USA	San Francisco, California, USA
Europe, Middle East, Africa	England & Wales	London, UK
Asia	Singapore	Singapore
Australia, New Zealand	New South Wales, Australia	Sydney, Australia

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.

11.4. 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. Either Party may from time to time change its address for notices under this



Section by giving the other Party at least thirty (30) days prior written notice of the change.

11.5. 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 claimed to have waived. 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.

11.6. 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, Support Services Policy or other exhibit hereto, such conflict will be resolved in the following order: (a) any Order Form; (b) this Agreement; and (c) Support Services Policy. 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 Service, 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).

11.7. Subcontractors. Sysdig may use the services of subcontractors and permit them to exercise the rights granted to Sysdig in order to provide the Service 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 and the overall performance of the Service as required under this Agreement.

11.8. Feedback. Sysdig will be free to use, irrevocably, in perpetuity, for free and for any purpose, all suggestions, ideas and/or feedback relating to the Service or Support Services (collectively, “Feedback”) provided to Customer, its Affiliates and Authorized Users.

11.9. 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.

11.10. Beta Releases. From time to time, Sysdig may grant Customer access to “alpha”, “beta”, or other early-stage products (“Beta Releases”). 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. Sysdig may terminate Customer’s right to use any Beta Release at any time for any reason or no reason in Sysdig’s sole discretion, without liability.

11.11. Export Control. In its use of the Service, 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 Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

11.12. Government End-Users. Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, 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 Service was developed fully at private expense. All other use is prohibited.



Exhibit A
SUPPORT SERVICES POLICY
(SaaS)

1. DEFINITIONS

- 1.1 “**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.
- 1.2 “**Start Time**” means the time at which Sysdig first becomes aware of an Error.
- 1.3 “**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. 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. 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.

3. SUPPORT SERVICES SUBSCRIPTIONS

Pursuant to the purchased Support Services Subscription, 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, Monday through Friday, 9 a.m. to 5 p.m. (Customer’s local time). 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 SUPPORT CENTER CONTACT

Pursuant to the purchased Support Services Subscription, Customer may contact the Customer Support Center as follows:

- a) **Telephone for Premium Support Services only:**
- a. **USA Toll Free:** 1-888-4-SYSDIG (+1-888-479-7344)
 - b. **USA Regular:** +1-415-855-4DIG (+1-415-855-4344)
 - c. **UK Toll Free:** +44-808-168-9DIG (+44-808-168-9344)
 - d. **UK Regular:** +44-20-8049-7800
- b) **Email:** Create support ticket via email to 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

5. 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
Severity 1 (Critical)	<p>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</p> <p>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.</p>	Response Time	Response Time
		Standard: Within 2 hours.	Premium: Within 30 minutes.
Severity 2 (Serious)	<p>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.</p> <p>Sysdig will promptly: (i) assign a specialist to correct the Error; and (ii) provide additional escalated Support Services as determined necessary by Sysdig.</p>	Response Time	Response Time
		Standard: Within 4 hours.	Premium: Within 2 hours.
Severity 3 (Moderate)	<p>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.</p> <p>Sysdig will triage the request and may include a resolution in the next Update.</p>	Response Time	Response Time
		Standard: Within 8 hours.	Premium: Within 4 hours.
Severity 4 (Low)	<p>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.</p> <p>Sysdig will triage the request and may include a resolution in the next Update.</p>	Response Time	Response Time
		Standard: Next business day.	Premium: Next business day.

