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Sysdig Sage Addendum

THIS SYSDIG SAGE ADDENDUM ("**ADDENDUM**") DESCRIBES THE SPECIFIC TERMS THAT APPLY TO CUSTOMER'S USE OF SYSDIG SAGE. BY ENABLING AND USING SYSDIG SAGE, CUSTOMER AND ITS AUTHORIZED USERS AGREE THAT THESE TERMS GOVERN ITS USE. THIS ADDENDUM IS INCORPORATED INTO, AND FORMS A PART OF, THE SYSDIG SAAS AGREEMENT OR OTHER MASTER AGREEMENT (AS APPLICABLE, THE "**AGREEMENT**") BETWEEN SYSDIG AND THE ENTITY THAT ENTERED INTO THE AGREEMENT ("**CUSTOMER**") WITH SYSDIG. IF CUSTOMER DOES NOT AGREE WITH THE TERMS OF THIS ADDENDUM, CUSTOMER SHOULD NOT ENABLE SYSDIG SAGE.

Sysdig may update the terms of this Addendum from time to time and will notify Customer of any material updates. If Customer does not agree to the material updates to this Addendum, Customer may opt out of using Sysdig Sage at any time.

In the event of a conflict between the Agreement terms and this Addendum, this Addendum will control, to the extent of the conflict. A violation of this Addendum is a violation of the Agreement. Capitalized terms not defined herein have the meaning given to them in the Agreement. For the purposes of this Addendum, Sysdig Sage shall not be considered Services.

1. **Access to Sysdig Sage.** Customer's authorized administrator must opt in to enable Sysdig Sage if Customer elects to use Sysdig Sage. Customer represents that its use of Sysdig Sage complies with the Agreement, this Addendum, and the Sysdig Acceptable Use Policy.

2. **Inputs and Outputs**. Any data, content and information (in any format) submitted to Sysdig Sage by Customer and its Authorized Users, including but not limited to conversation data and queries (including any Personal Data and Customer Data contained therein) are each an "**Input**" and the results generated by Sysdig Sage based on such Input are each an "**Output**". Inputs and Outputs are collectively defined as **"Content"**, and Customer owns all right, title, and interest in and to Content. Customer will only provide and/or instruct Sysdig to process Content for Sysdig Sage where the Customer is authorized to provide such Content to Sysdig for the purposes set out in this Addendum. Third party customers may submit information or materials to Sysdig Sage that generate results that are identical or similar to Outputs ("**Third-Party Results**"), and Customer acknowledges it has no right, title or interest in or to any Third-Party Results.

3. **Disclaim Accuracy of Outputs/Preview Features.** Outputs may contain material inaccuracies and may not reflect correct, current or complete information. Customer shall not rely on any Output without independently evaluating its accuracy and appropriateness of use, including, without limitation, by using human review. Sysdig makes no representations or warranties and provides no indemnities with respect to the Outputs. In addition, Sysdig may offer Sysdig Sage preview features that are identified as pre-release, beta, or in technical preview. Such preview features are not suitable for production use and are

provided "as-is" until further notice from Sysdig. Sysdig is not responsible for Customer's use of or reliance on preview features.

4. **Transparency**. Customer will ensure that: (i) if Customer reproduces or copies any Outputs, such Outputs are clearly marked as artificially generated or manipulated and (ii) Outputs are not falsely represented as being human generated.

5. **No AI/ML Training**. Customer may not and may not allow third parties to use any data or Outputs received or derived from any Sysdig Sage features, to create, train, test, fine-tune or otherwise improve any machine learning algorithms or artificial intelligence systems.

6. **Restrictions on Use**. The Sysdig Acceptable Use Policy ("AUP") is incorporated into this Addendum. Customer will not, nor will it permit others to, use Sysdig Sage or any Outputs in violation of Sysdig's AUP, attached hereto.

7. **Usage Limitations**. Sysdig will invoice Customer for any Fees incurred through Customer's use of Sysdig Sage as set out in an Order Form or other order document that is accepted by Sysdig, including for any excess use over Customer's then-current License Entitlement.

8. **License to Content.** Customer grants Sysdig a perpetual, revocable, sub-licensable, non-exclusive, worldwide, royalty-free right and license, to use, host, reproduce, display, perform, and modify Content solely for the purposes of: (a) hosting, operating, and providing Sysdig Sage for Customer; and (b) improving Sysdig Sage (including through the use of techniques such as training machine learning models) and (c) generating Sysdig Sage Analytics. At any time, Customer may elect to opt out of Sysdig Sage Content collection for improvement purposes utilizing the applicable "opt-out" toggle in app, whereby Sysdig will no longer have the right to collect Content for Sysdig Sage training and improvement purposes for any Customer Data or Content generated during such time as Customer is opted out.

9. **Support**. No Sysdig service level agreement applies to Sysdig Sage, and Exhibit A entitled "Support Policy" of the Agreement is explicitly excluded from this Addendum.

10. **Third Party LLM**: Sysdig may use artificial intelligence or machine learning technology provided by a third party large language model ("*Third Party LLM*") to provide some or all of the functionality for Sysdig Sage. By using Sysdig Sage, Customer permits the Third Party LLM to process Content, including Customer Data and Personal Data contained therein (if applicable) submitted to Sysdig Sage as necessary to provide Sysdig Sage, to comply with applicable Laws, and to enforce its respective policies. Content is not used to train the Third Party LLM's artificial intelligence models or machines.

11. **Sysdig Sage Analytics**. Sysdig may collect Sysdig Sage Analytics for Sysdig Sage; "Sysdig Sage Analytics" means all information and data that Sysdig Sage generates or otherwise obtains from Customer's use of the foregoing, including but not limited to usage statistics, telemetry data and analytics, collected by cookies, web beacons, and other similar applications. Service Analytics (as defined in the Agreement) include Sysdig Sage Analytics. For the avoidance of doubt, Sysdig Sage Analytics are not Content.

12. **Feedback**. Sysdig shall be free to use, irrevocably, for free and for any purpose, all suggestions, ideas and/or feedback relating to Sysdig Sage (including any preview features) provided by Customer and its Authorized Users.

13. **Limitation of Liability:** Notwithstanding anything to the contrary contained in the Agreement between Customer and Sysdig, in no event will Sysdig's total maximum aggregate liability arising out of this Addendum, including with respect to Sysdig Sage Outputs or any processing of Customer Personal Data, exceed the greater of a) the Fees paid by Customer for Sysdig Sage in the twelve (12) months immediately preceding the event giving rise to the claim, or b) USD $10,000.

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14. **Privacy:** Customer and Sysdig agree that to the extent Sysdig processes Customer Personal Data in order to provide Sysdig Sage as set forth in this Addendum, Sysdig is a processor (and/or controller), authorized and governed in accordance with the terms of the Sysdig Global Customer Data Processing Addendum located online at the <u>Sysdig Policies, Terms and Conditions</u>. CUSTOMER SHALL USE CAUTION AND AVOID SUBMITTING PERSONAL DATA AND/OR SENSITIVE INFORMATION TO SYSDIG SAGE (INCLUDING SUBMITTING SUCH DATA AS INPUTS).

Attachment One

Acceptable Use Policy

1. Introduction

This Acceptable Use Policy ("AUP") governs Customer's use of Sysdig Sage. By opting in to access or use Sysdig Sage, Customer and its Authorized Users agree to comply with this AUP. Failure to comply may result in the suspension or termination of your access to Sysdig Sage, and/or the Services.

2. Lawful Use Only. Customer and its Authorized Users may only use Sysdig Sage for lawful purposes. Customer and its Authorized Users agree to not use Sysdig Sage to engage in any activity that is unlawful, harmful, fraudulent, or otherwise in violation of any applicable law, regulation, or industry standard.

3. Prohibited Uses. Customer must not use Sysdig Sage for prohibited purposes, including but not limited to:

- **Abusive or Harmful Content:** Upload, create, generate, or distribute any Content that is abusive, threatening, harassing, defamatory, obscene, or otherwise harmful to individuals or groups.
- **Illegal Activities:** Engage in or promote any illegal activities, including but not limited to activities involving fraud, hacking, drug trafficking, terrorism, or human trafficking.
- **Violation of Rights:** Upload, create, generate or distribute content that infringes upon or violates the intellectual property rights, privacy rights, or any other rights of others.
- **Discrimination and Hate Speech:** Upload, create, generate or distribute content that promotes or incites violence, hatred, or discrimination based on race, ethnicity, religion, gender, sexual orientation, or other protected characteristics.
- **Misinformation or Harmful Media:** Upload, create, generate or spread false, misleading, or deceptive information, including the creation of deep fakes or malicious media intended to mislead others or cause harm.

4. Prohibition on Harmful Automation. Customer may not use Sysdig Sage for automated or mass-generated content creation that could lead to harm, including but not limited to spam, phishing, or malicious software.

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5. Intellectual Property. Customer agrees to not use Sysdig Sage to violate the intellectual property rights of any individual or entity. Customer may not use Sysdig Sage to create, distribute, or reproduce copyrighted, trademarked, or proprietary material without proper authorization or permission.

6. User Responsibility

(a) Customer is solely responsible for any Content created by Sysdig Sage. Sysdig reserves the right to monitor Customer's use of Sysdig Sage (including Content) to ensure compliance with this AUP, including abuse prevention, provided Sysdig shall at all times act in accordance with the Agreement and this Addendum. If Sysdig determines that a Customer is or may be in violation of this AUP, Sysdig may take appropriate actions, including but not limited to (i) issuing a notice to the Customer about such violation and providing an opportunity to resolve it, or, (ii) if it is not feasible to provide such notice given the nature of the violation, Sysdig may temporarily suspend access to Sysdig Sage until such issue is resolved.

(b) When used in compliance with this AUP, Sysdig Sage will act as Customer's assistant in using the Services to augment the user experience and accelerate human response time, however it is not intended to replace human review. Generated Outputs sometimes may be inaccurate or misleading. Therefore, Customers must use judgment to review and validate generated Outputs.

7. Reporting Violations. If you become aware of any violation of this Policy, please report it to legalnotices@sysdig.com.

8. Updates. Sysdig reserves the right to update or modify this AUP at any time. Customer's continued use of Sysdig Sage following any changes constitutes your acceptance of the revised AUP.