



SAAS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement, including all exhibits, schedules, Statements of Work and Order Forms (as defined below) (collectively, the "Agreement") are the terms of service under which Sysdig, Inc., a Delaware Corporation with offices at 4000 Center at North Hills Street, Suite 420, Raleigh, NC 27609 ("Sysdig"), agrees to grant the customer ("Customer") access to and use of the Sysdig Services and Preview Releases (as defined below). By indicating Customer's acceptance of this Agreement, executing an Order Form that references this Agreement, or using the Sysdig Services or Preview Releases, Customer agrees to be bound by this Agreement. If you are entering into this Agreement on behalf of an entity, such as the company you work for, then you represent to Sysdig that you have the legal authority to bind the Customer to this Agreement. Sysdig and Customer are each a "Party" and collectively, the "Parties" hereunder.

1. DEFINITIONS

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

"AI Service Provider" means third-party artificial intelligence ("AI") tools, agents and/or features used by or on behalf of Sysdig to provide and improve the Services.

"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 and Sysdig AI Services pursuant to this Agreement; and (c) has been supplied a user identification and password by Customer.

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

"Customer Data" means any data or other information which is provided by (or on behalf of) Customer directly or indirectly to Sysdig in connection with the Services or Preview Releases, including data that is collected by the Software. For the avoidance of doubt, Customer Data shall not include B2B Relationship Data or Service Analytics as defined hereunder.

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

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

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

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

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

"Statement of Work" or "SOW" means a statement of work or other such executed document that references this Agreement, whereby Customer engages Sysdig to perform training, consulting, technical account management, professional, or similar services.

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"SaaS Service" means Sysdig's hosted service solution, except for Sysdig AI Services, as specified on an Order Form, made available at www.sysdig.com. The SaaS Service may include the use of certain Software, as applicable.

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

"Sysdig AI Services" means, collectively: (a) any feature or capability embedded in, or made available through, the Services that uses artificial intelligence, large language models ("LLMs"), or generative AI, including features that produce Agentic AI and Autonomous Actions (as defined in the AI Addendum); and (b) any service that Sysdig offers separately from the SaaS Service that Sysdig identifies as using, artificial intelligence, Agentic AI and/or Autonomous Actions.

"Software" means Sysdig software, including but not limited to the application that runs in Customer's operating environment and captures systems information (e.g. an agent), syscalls and events.

"Subscription Term(s)" means the subscription period(s) specified in an Order Form, during which Authorized Users may use the SaaS Service and Sysdig AI Services subject to the terms of this Agreement.

"Support Services" means the maintenance and support services provided by Sysdig to Customer for the SaaS Service and the Sysdig AI Services during the Subscription Term, as set forth on the Order Form.

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

2. PROVISION AND USE OF THE SERVICES

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

2.2 Use Restrictions. Customer is responsible for all Authorized User activity and shall not (nor allow others to): (a) sell, sublicense, or commercially exploit the SaaS Service or its output; (b) use the SaaS Service to create competing products or services; (c) misrepresent AI-generated output as human-generated; (d) reverse engineer, decompile, or seek source code (except as permitted by law with advance notice to Sysdig); (e) copy or modify the SaaS Service or Documentation, or remove proprietary notices; (f) share Authorized User subscriptions between individuals, though they may be reassigned; or (g) publicly disclose performance data. Furthermore, Customer shall not use the SaaS Service to: (i) store or transmit unlawful, infringing, or malicious code; (ii) disrupt the integrity of the service; (iii) seek unauthorized access to systems; or (iv) bypass access restrictions or exceed License Entitlement limits. Customer shall comply with Sysdig's Acceptable Use Policy located at www.sysdig.com/legal while using the Services.

2.3 Support Services. During the Subscription Term, Sysdig will provide Support Services to the Customer in accordance with the purchased Support Services level detailed in Exhibit A. Customer is required to have Support Services for the duration of the applicable Subscription Term.

2.4 AI Service Provider. Sysdig's AI Service Provider(s) may process Customer Data and B2B Relationship Data on Sysdig's behalf to provide and improve the Services and for abuse monitoring, security, and fraud prevention.

2.5 Use of Services Deliverables. Subject to Customer's payment of all fees due hereunder, Sysdig grants Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement) to use those elements of the Sysdig Technology embodied in the Services



deliverables, if any, in Customer's ordinary course of business, solely as so embodied. Sysdig reserves all other rights in and to the Sysdig Technology.

2.6 Sysdig AI Services. In the event Customer enables Sysdig AI Services, the terms and conditions of the Sysdig Artificial Intelligence Addendum ("AI Addendum") located at <https://www.sysdig.com/legal> shall govern Customer's access to and use thereof.

2.7 Preview Releases. From time to time, Sysdig may grant Customer access to "alpha", "beta", "technical preview" or other early-stage products ("Preview Releases"). Customer may choose to opt in to use Preview Releases at Customer's own discretion. Customer shall comply with all terms related to any Preview Releases in the Documentation or as otherwise made available to Customer. While Sysdig may provide assistance with Preview Releases in its discretion, notwithstanding anything to the contrary in this Agreement, CUSTOMER AGREES THAT ANY PREVIEW 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 PREVIEW RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH SYSDIG WILL NOT BE RESPONSIBLE.

Customer's use of the Preview Release will automatically terminate upon the release of a generally available version of the applicable Preview Release or upon notice of termination by Sysdig. Sysdig may suspend or terminate access or use of any Preview Release at any time for any reason or no reason. Notwithstanding anything to the contrary in the Agreement, after suspension or termination of Customer's access to or use of any Preview Release for any reason: (a) Customer will not have any further right to access or use the applicable Preview Release, and (b) Customer Data used in the applicable Preview Release will be treated in accordance with the terms of Section 6.3, Treatment of Customer Data Following Expiration or Termination. Notwithstanding anything contained to the contrary in this Agreement, Sysdig and its licensors' cumulative and aggregate liability arising out of or relating to the Preview Releases is limited to \$1,000 USD.

3. CUSTOMER OBLIGATIONS

3.1 Data Collection. Customer has control and responsibility for determining what Customer Data is submitted to the Services and Preview Releases and for obtaining all necessary consents and permissions for submission of Customer Data and processing instructions to Sysdig, including such instructions as set forth under this Agreement and the Documentation.

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

3.3 Customer Data; Responsibilities. Without limiting Sysdig's obligations hereunder, Customer acknowledges that Customer is responsible for properly configuring, and using the Services and Preview Releases, including interpreting the output thereof for accuracy and appropriateness through human review, and otherwise taking reasonable action to secure and protect Customer accounts and Customer Data. Customer can configure Customer Data collection within the Sysdig user interface, as per Sysdig's Documentation.

3.4 Open Source Software and Third-Party Software. Customer acknowledges and agrees that certain Open Source Software libraries, components and utilities, and other third-party software not owned or developed by Sysdig are embedded in the Software ("OSS"). To the extent required by the license that governs the OSS ("OSS License"), the terms of such OSS License will apply instead of the terms of this Agreement. A list of applicable OSS licenses is available upon written request. The publicly available open source license terms governing the Open Source Software shall take precedence over this Agreement to the extent that the Agreement imposes greater restrictions on Customer. Customer acknowledges that Sysdig disclaims and makes no representation or warranty with respect to the Open Source Software, or any portion thereof, and, notwithstanding anything



contained to the contrary herein, assumes no liability for any claim that may arise with respect to such Open Source Software or Customer's use or inability to use the same.

4. PROPRIETARY RIGHTS

4.1 Customer Data. As between the Parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Sysdig a non-exclusive, worldwide, royalty-free right to internally use, copy, de-identify, store, transmit, modify, create derivative works of, and display the Customer Data during the Subscription Term solely to the extent reasonably necessary to: (i) provide, improve, and support the Services and Preview Releases; (ii) provide Support Services to Customer; and (iii) create aggregated and de-identified data sets.

4.2 Sysdig Technology. The Services, Preview Releases, Documentation, including all copies and portions thereof, and all intellectual property rights therein, including, but not limited to derivative works, deliverables, Updates, enhancements and modifications therefrom ("Sysdig Technology"), shall remain the sole and exclusive property of Sysdig. Customer is not authorized to use (and shall not permit any third-party to use) the Sysdig Technology or any portion thereof except as expressly authorized by this Agreement.

4.3 Service Analytics. Sysdig may process Service Analytics for internal business purposes in order to deliver, enhance, secure, create new features, and support the Services and Preview Releases, and Software. Customer has the ability to configure the Services and Preview Releases (as applicable) to limit the Service Analytics that are collected. "Service Analytics" means all information and data that the Services and Preview Releases generate or otherwise obtain from Customer's use of the foregoing, including but not limited to usage statistics, telemetry, analytics, and similar information collected by cookies, web beacons, AI Service Providers, and other similar applications. Sysdig may disclose the anonymized and/or aggregated results of its analysis of the Service Analytics publicly or to third parties in connection with its marketing and promotion efforts, provided that such results do not contain any personally identifiable information or enable a third-party to determine that Customer is the source of all or part of such information.

5. FEES & PAYMENT

5.1 Fees and Payment. (A) All fees are as set forth in the applicable Order Form, and all invoices shall be paid by Customer within thirty (30) days of the date of invoice, unless otherwise specified in the applicable Order Form or SOW. Except as expressly set forth in an Order Form or SOW: (a) payment obligations are non-cancelable and fees are non-refundable; and (b) Customer may not decrease the License Entitlement during the applicable Subscription Term. If Customer disputes any part of an invoice in good faith, Customer will pay the undisputed amount and provide Sysdig with notice and detail of the dispute no later than the invoice due date. Where Customer designates use of a third-party payment processor network, Customer shall be responsible for payment of all fees and charges associated with use of such network (including registration, participation, and payment processing fees), and Sysdig may invoice for such fees together with the subscription fees or on separate invoice(s). For SaaS Service subscriptions that are usage-based, for overage incurred during the Subscription Term, Sysdig shall calculate Customer's monthly usage in accordance with the lower of: (a) overage rates set forth in the Order Form; or (b) the usage rates as posted or otherwise made available to Customer. In such event, Sysdig shall invoice Customer based on the prior month's activity. Unless otherwise set forth in an applicable Order Form, such overage fees are due and payable immediately upon invoice. (B) For certain SaaS Service subscriptions, pay-as-you-go billing may be made available to Customer. Unless otherwise set forth in an applicable Order Form, Sysdig will calculate Customer's usage and invoice Customer for the prior month's activity, and Customer will pay Sysdig the applicable usage rates as posted or otherwise made available to Customer in the Order Form. Such fees are due and payable immediately upon invoice. Sysdig may invoice Customer more frequently for fees accrued if the Customer account is suspected to be at risk of non-payment.

5.2 Effect of Nonpayment. This Agreement or Customer's access to Services may be suspended or terminated if Customer's account falls into arrears; provided that such suspension or termination does not alleviate Customer's



payment obligations. Unpaid undisputed 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 applicable collection costs.

5.3 Taxes. Sysdig fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Sysdig's net income. If Sysdig has legal obligations to pay or collect Taxes for which the customer is responsible under this Section, Sysdig will invoice Customer for the appropriate amount and Customer shall remit payment accordingly, unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.

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

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

6. TERM AND TERMINATION

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

6.2 Termination for Cause. Either Party may terminate this Agreement (or any affected Order Form or Statement of Work): (a) upon the other Party's material breach that remains uncured for thirty (30) days following written notice of such breach, except that termination will take immediate effect on written notice in the event of a breach of Section 2.2 ("Use Restrictions"), Section 2.5 ("Use of Services Deliverables"), or Section 10 ("Confidential Information"); or (b) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors (and not dismissed within sixty (60) days thereafter).

6.3 Treatment of Customer Data Following Expiration or Termination. Upon termination of this Agreement or an Order Form, Sysdig may immediately deactivate associated accounts. For thirty (30) days following expiration or termination, Sysdig will grant limited access for the sole purpose of Customer Data retrieval. Within a reasonable time thereafter, Sysdig will delete Customer Data in accordance with its standard SaaS data retention policies. Sysdig may retain copies in backups or as required by law, subject to the confidentiality and security standards of this Agreement for the duration of retention. Updates to Sysdig's data retention policies will not materially reduce the retention periods in effect during a Subscription Term.

6.4 Effect of Termination. Upon early termination of this Agreement by Customer for Sysdig's uncured material breach pursuant to Section 6.2, Customer is entitled to a prorated refund of prepaid fees relating to the Services applicable to the remaining period in the applicable Subscription Term. Upon expiration or termination of this Agreement by Sysdig for Customer's uncured material breach pursuant to Section 6.2, unpaid fees relating to the Services applicable to the duration of any applicable Subscription Term will be invoiced and shall be immediately due and payable. In addition, upon expiration or termination of this Agreement for any reason: (a) all rights granted to Customer under this Agreement, and Sysdig's obligation to provide the Services or Preview Releases, will terminate (including any and all rights related to Software); and (b) any payment obligations accrued pursuant to



this Agreement, as well as the provisions of Sections 6, 8, 10, and 12 of this Agreement, will survive such expiration or termination.

7. LIMITED WARRANTY

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

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

7.3 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS". NEITHER SYSDIG NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, WARRANTIES THAT THE SERVICES WILL BE ACCURATE, COMPLETE OR ERROR FREE OR WARRANTIES 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 SERVICES WILL BE ERROR-FREE OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED.

8. LIMITATION OF REMEDIES AND DAMAGES

8.1 Liability Cap. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") (FOR WHICH THE LIABILITY LIMITATION SHALL BE ONE MILLION DOLLARS (\$1,000,000) IN THE CUMULATIVE AND AGGREGATE FOR ALL CLAIMS); AND (B) CUSTOMER'S WILLFUL 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, REGARDLESS OF THE UNDERLYING LEGAL BASIS FOR THE CLAIM (e.g., TORT, NEGLIGENCE), AND WHETHER OR NOT A PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CUSTOMER'S INFRINGEMENT OF SYSDIG'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY, OR SYSDIG'S AFFILIATES OR ITS LICENSORS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF THE UNDERLYING LEGAL BASIS FOR THE CLAIM, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT (INCLUDING TORT OR NEGLIGENCE), AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER



THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

9. INDEMNIFICATION

9.1 By Sysdig. Sysdig shall defend Customer from and against any claim by a third-party alleging that the SaaS Service, when used as authorized under this Agreement, infringes any intellectual property right 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 infringement or misappropriation is not a result of Customer's acts or omissions) ("Infringement Claim"), and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer by a court of competent jurisdiction or agreed in settlement by Sysdig (including reasonable attorneys' fees) resulting from such Infringement Claim. Sysdig will have no obligation and assumes no liability under this Section 9 or otherwise with respect to any claim based on: (1) if the SaaS Service is modified by any party other than Sysdig, but solely to the extent the alleged infringement is caused by such modification; (2) if the SaaS Service is combined, operated or used with any Customer Data or any Customer or third-party products, services, hardware, data, content, or business processes not provided by Sysdig where there would be no Infringement Claim but for such combination; (3) any action arising as a result of Customer Data, Content, or any third-party deliverables or components contained within the Services; (4) if Customer settles or makes any admissions with respect to an infringement claim without Sysdig's prior written consent; or (5) any use provided on a no-charge or evaluation basis. THIS SECTION 9 SETS FORTH SYSDIG'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

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

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

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

10. CONFIDENTIAL INFORMATION

10.1 Each Party (as "Receiving Party") agrees that all code, inventions, know-how, business, personal data, technical, and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure, or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Data, pricing information, Sysdig Technology, Preview Releases (including the existence of), performance information



relating to the Services, or Preview Releases, and the terms and conditions of this Agreement shall be deemed Confidential Information without any marking or further designation. Except as authorized herein, the Receiving Party shall (1) hold in confidence and not disclose any Confidential Information to third parties, and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 10 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 10. The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third-party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party without use of or reference to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided that, to the extent permitted by applicable law, 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.

11. SECURITY AND PRIVACY

11.1 During the Subscription Term, Sysdig will maintain reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data at least as rigorous as the measures standard in the industry in accordance with Section 11.2. Sysdig will not use Customer Data except to provide the Services, Preview Releases, or Support Services in accordance with this Agreement or as instructed by Customer. Sysdig will be liable for any unauthorized access to Customer Data by third parties only to the extent resulting from Sysdig's failure to adhere to the requirements set out by applicable law, the Sysdig Security Addendum (as defined in Section 11.2), or Sysdig's gross negligence or willful misconduct. The provisions of this Section 11.1 apply notwithstanding any provision of this Agreement or any other agreement between Sysdig and Customer (or any affiliate of Customer) to the contrary.

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

11.3 Customer Personal Data. Except for the limited amount of Customer Personal Data outlined in Exhibit A of the DPA (as referenced in Section 11.4), Customer acknowledges that use of the Services and Preview Releases does not require Customer to input or otherwise transmit Customer Personal Data, and Customer agrees not to input or otherwise transmit any Customer Personal Data to the Services or Preview Releases without Sysdig's explicit consent or as otherwise set forth in the applicable Order Form or other written agreement between the Parties.

11.4 Data Processing Addendum. Subject to Section 11.3, the terms of the Sysdig Global Customer Data Processing Addendum located at www.sysdig.com/legal ("DPA") are hereby incorporated by reference and shall apply where and to the extent Sysdig processes Customer Personal Data on behalf of Customer. Customer represents and warrants that it has obtained all necessary consents and permissions from data subjects for such submission and processing of Customer Personal Data.

11.5 B2B Relationship Data; Service Analytics. For the avoidance of doubt and subject to the terms hereunder, for the purposes of the General Data Protection Regulation (EU) and substantially similar Applicable Privacy Laws, Sysdig processes Service Analytics and B2B Relationship Data in its role as an independent controller as further set forth in the DPA.



12. GENERAL TERMS

12.1 If Customer acquired the Services from a Sysdig authorized distributor, reseller, or marketplace ("Partner"), then this Agreement is not exclusive of any rights Customer obtains under Partner's sale agreement. If a Partner has granted Customer any rights that Sysdig does not also directly grant to Customer in this Agreement, or that conflict with this Agreement, then Customer's sole recourse with respect to such rights is against the Partner. The provisions of Section 5.1-5.3 do not apply to Customer, and Customer's billing and payment rights and obligations are governed by the Partner sale agreement. However, if the Partner from whom Customer purchased the Services fails to pay Sysdig any amounts due in connection with the Services, then Sysdig may suspend Customer's rights to use the Services upon notice to Customer. Customer acknowledges that Customer's remedy in the event of such suspension is solely against the Partner. Any additional services, rights and obligations granted by the Partner to Customer are solely between Partner and Customer.

12.2 References. Unless otherwise specified in the Order Form, Sysdig may identify Customer as a customer and use Customer's logo, subject to Customer's trademark guidelines if provided by Customer to Sysdig. Customer will serve as a reference account, provided Sysdig gives reasonable notice and obtains Customer's prior consent, prior to any reference activity. If specified in the Order Form, Sysdig may either issue or jointly submit a press release announcing the relationship, subject to Customer's approval, not to be unreasonably withheld or delayed.

12.3 Compliance With Laws. Each Party will comply with all applicable laws and regulations in performing under this Agreement, including privacy laws governing personal data and all applicable anti-corruption laws (including the U.S. Foreign Corrupt Practices Act of 1977 and U.K. Bribery Act of 2010). Neither Party will offer or provide anything of value to any government official, political party, or other person to unlawfully obtain or retain business or any commercial advantage. Each Party represents that neither it nor its Affiliates appear on any prohibited persons list, including OFAC's Specially Designated Nationals and Blocked Persons List, or are otherwise restricted under applicable export control laws.

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

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

12.6 Governing Law; Jurisdiction and Venue. This Agreement will be governed by the Applicable Law described below as applicable (without regard to the conflicts of law provisions of any jurisdiction), and claims arising out of or in connection with this Agreement will be subject to binding arbitration in accordance with Section 12.7, to be located in the Arbitration Tribunal and Venue of the Jurisdiction based on the Customer's country of residence, according to the following table:

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

Each Party irrevocably submits to the personal jurisdiction and venue of and agrees to service of process issued or authorized by any court in the Jurisdiction in any action or proceeding. The Services do not constitute a "data processing service" within the meaning of Article 2(8) of Regulation (EU) 2023/2854 (the "Data Act"), and the provisions of the Data Act applicable to data processing services (including the switching and exit obligations) do



not apply to the Services. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

12.7 Arbitration. All disputes arising out of or related to this Agreement will be resolved by mandatory binding arbitration under the applicable Arbitration Tribunal's then-current commercial rules. Both Parties waive the right to a jury or bench trial. Either Party may seek injunctive relief in court to prevent irreparable harm pending arbitration. Each Party bears its own costs, with arbitration fees split equally, though the arbitrator may award costs and fees to the prevailing Party. This Agreement is subject to the 1958 UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

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

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

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

12.11 Entire Agreement; Interpretation. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. In this Agreement, headings are for convenience only and "including", "e.g.", and similar terms will be construed without limitation. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, or Exhibit hereto, such conflict will be resolved in the following order, except to the extent expressly specified otherwise in the applicable Addenda, Order Form, or SOW: (a) this Agreement; (b) the Addenda, (c) Order Form, and (d) Statement of Work. Any preprinted terms on any Customer's ordering documents or purchase orders, 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 online, subscription-based product, and that in order to provide improved customer experience Sysdig may make changes to the Services, and Sysdig will update the applicable Documentation accordingly, provided that in making such changes the SaaS Service and Documentation shall not be materially degraded. The Support Service level may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices (but the modifications will not materially decrease Sysdig's obligations).

12.12 Subcontractors. Sysdig may use the services of subcontractors and permit them to exercise the rights granted to Sysdig in order to provide the Services and Preview Releases under this Agreement. Sysdig remains responsible for compliance of any such subcontractor with the terms of this Agreement. Subprocessors are addressed in the DPA.

12.13 Feedback. Sysdig shall have the irrevocable right and license, free of charge, to use in perpetuity for any purpose all suggestions, ideas, and/or feedback relating to the Services or Preview Releases (collectively, "Feedback") provided by Customer, its Affiliates, and Authorized Users.

12.14 Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties.



Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

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

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

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



EXHIBIT A

SUPPORT SERVICES POLICY ADDENDUM

1. DEFINITIONS

- a) “Error” means a failure of the SaaS Service to conform to the specifications set forth in the Documentation, resulting in the inability to use, or a material restriction in the use of the SaaS Service.
- b) “Start Time” means the time at which Sysdig receives the Customer technical support ticket through the Customer Support Center.

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 (the “Customer Support Center”). Customer will receive Updates, other software modifications or additions, procedures, or routine or configuration changes that may solve, bypass, or eliminate the practical adverse effect of the Error. Support Services do not include: (i) assistance in the development or debugging of Customer’s system, including the operating system and support tools; (ii) information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications; (iii) assistance with the installation and configuration of hardware including, but not limited to, computers, hard disks, networks, and printers; (iv) technical support or updates to non-Sysdig products or third-party enabling technologies not licensed under the Agreement; or (v) support for: (a) Software not operated on a supported hardware/operating system platform specified in the release notes or Documentation for the Software; (b) altered or modified Software; (c) problems caused by Customer’s negligence, misuse, or hardware malfunction; or (d) use of the SaaS Service and/or Software inconsistent with Sysdig’s instructions. Sysdig is not responsible for hardware changes necessitated by changes to the Software. Customer shall be entitled to Updates to the extent Sysdig incorporates such Updates into the SaaS Service, subject to the applicable Order Form during the Subscription Term.

3. SUPPORT SERVICES SUBSCRIPTIONS

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

- a) Standard Support Services. Customer will have access to the Customer Support Center in one of the geographic time zones offered by Sysdig, Monday through Friday (9 a.m. to 5 p.m.) in Customer’s selected time zone. Customer shall be permitted, upon request, to change its geographic time zone no more than once per calendar year. In the event Customer requires multi-time zone Support Services’ coverage, Customer must purchase Premium Support. Submitted Errors will be classified by severity as set forth in the table 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 priority as set forth in the table below.

4. CUSTOMER RESPONSIBILITIES

Customer is responsible for the prompt installation of all Updates to the Software, as provided by Sysdig. Customer shall provide commercially reasonable cooperation and full information to Sysdig with respect to the furnishing of Support Services. Customer’s employees or agents who interface with the Customer Support Center, submit Errors, requests or support tickets (the “Technical Support Contacts”) are required to be named administrators on Customer’s account in Sysdig’s records. Customer’s non-named Technical Support 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 Support Contact, subject to later verification and involvement of a Technical Support Contact. Customer’s Technical Support Contacts are required to submit Support tickets through an account or email address registered with the Sysdig Services platform.



5. EXCLUDED SUPPORT SERVICES

Excluded Support Services. Sysdig shall not be obligated to fix any Error or incident:

- (a) where the Services (including Software as applicable) has been altered, damaged, modified or incorporated into other software or services in a manner not approved by Sysdig; or
- (b) where the Services (including Software as applicable) is a release that is no longer supported by Sysdig, or the Error or incident would be resolved by the Customer using an Update or newer version of the SaaS Service (or Software as applicable), or by adding hardware; or
- (c) which is caused by Customer's or a third-party's software or equipment.

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

6. CUSTOMER SUPPORT CENTER

a) Live Text-Based Support (for Premium Support Services only):

- Support Service requests are assigned a priority level 3 (as further detailed below), unless initially opened with a different priority using the built-in ticket form.
- Available Sunday 4:00PM to Friday 4:00PM US Pacific time. Outside of those hours, please use the case portal or email to open a ticket.
- Customer must use "Slack Connect" to participate in this support experience, by linking a Slack channel between Customer's Slack organization and Sysdig's chosen Slack organization.
- Customer acknowledges Sysdig currently provides live text-based Support Services through Slack and uses third-party plugins to deliver this enhanced experience. However, Sysdig reserves the right to change the platform and methods used to deliver this service at its sole discretion.

b) Email: Create support ticket via email to support@sysdig.com. Support Service requests received via email are initially assigned as priority level 3 (as further defined below).

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 the English language.

7. ERROR RESPONSE SERVICE LEVELS

Customer shall submit each ticket with a priority level designation based on the definitions in the table below. Priority response times do not vary, whether Customer contacts the Customer Support Center via email or portal. Sysdig shall respond to the ticket in accordance with the priority designation within the time frame set forth below from the Start Time and validate Customer's priority level designation or notify Customer of a proposed change in the priority level designation with justification for the change. Sysdig will provide continuous efforts to resolve Priority 1 issues until a workaround or resolution can be provided or until the incident can be downgraded to a lower priority. 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.

Priority	Description	Standard Support Services	Premium Plus Support Services
Priority 1 (Critical)	Any Error in the SaaS Service or Sysdig AI Services causing the SaaS Service or Sysdig AI Services to be unusable, resulting in a critical impact on the operation of the	Within 4 hours	Within 30 minutes

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

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	triage the request and may include a resolution in the next Update.		
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EXHIBIT B

SYSDIG SECURITY ADDENDUM (SaaS)

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

1. Audits and Certifications

Sysdig’s security control environment, in connection with certain regions of the SaaS Service, undergoes an independent evaluation in the form of a SOC 2 Type 2 Security audit annually. Additionally, Sysdig maintains its ISO 27001 and 27701 certifications in connection with its SaaS Service production environments and related processes. These reports are available upon request. For more information on Sysdig’s security and related certifications (excluding whitepapers or other marketing materials referenced on the site, if any), visit the Sysdig Trust Center at www.sysdig.com/trust-center (or its successor URL).

2. SaaS Service Architecture

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

3. Incident Management

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

4. Operational Security

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

5. Asset Management

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



6. Risk Assessment Management

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

7. Business Continuity

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

8. Information Security

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

9. Vendor Management

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

10. Personnel Security

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

11. Vulnerability Management

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

12. Penetration Testing

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



13. Data Protection and Personal Data Processing

In connection with providing products and services to our customers, Sysdig protects Customer Personal Data using appropriate physical, technical and organizational security measures as further set forth in the DPA.

14. Return/Deletion of Customer Data

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