

SUPPORT SERVICES POLICY (SaaS)

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 material restriction in the use of the SaaS Service.
- b) “**Start Time**” means the time at which Sysdig first becomes aware of an Error.

2. SUPPORT SERVICES POLICY

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. 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, phone 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 Software inconsistent with Sysdig's instructions. Sysdig is not responsible for hardware changes necessitated by changes to the Software.

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 geographical regions offered by Sysdig and selected by Customer, Monday through Friday (9 a.m. to 5 p.m.) in Customer's selected region. Customer shall be permitted, upon request, to change geographical region no more than once per calendar year. In the event Customer requires multi-regional Support Services coverage, Customer must purchase Premium Support. Submitted Errors will be classified by priority 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 priority 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 RESPONSIBILITIES

Customer is responsible for the prompt installation of all Updates to the SaaS Service, including Software, as provided by Sysdig. Customer shall provide commercially reasonable cooperation and full information to Sysdig to enable the Support Services. 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 Support Contacts as allowed pursuant to the purchased Support Service Subscription. 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 named Technical Support Contact. Additional named Technical Support Contacts may be permitted upon mutual agreement of the Parties.

5. EXCLUDED SUPPORT SERVICES.

Sysdig shall not be obligated to fix any Error or incident:

- (a) where the SaaS Service is not used for its intended purpose; or
- (b) where the SaaS Service (including Software as applicable) has been altered, damaged, modified or incorporated into other software or services in a manner not approved by Sysdig; or
- (c) where the SaaS Service (including Software as applicable) is a release that is no longer supported by Sysdig; or
- (d) which is caused by Customer's or a third party's software or equipment or by Customer's negligence, abuse, misapplication, or use of the SaaS Service (including Software as applicable) other than as specified in the Documentation; or
- (e) which would be resolved by the Customer using an Update or newer version of the SaaS Service (or Software as applicable) or by adding hardware.

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. END OF LIFE POLICY



Customer acknowledges that new features may be added to the SaaS Service based on market demand and technological innovation. Accordingly, as Sysdig develops enhanced versions of the SaaS Service, Sysdig may cease to maintain and support older versions of the Software. Sysdig will use commercially reasonable efforts to provide Support Services with respect to older versions of the Software that may accompany the SaaS Service. Sysdig shall have no obligation to support Software outside of Sysdig's stated EOS/EOL policy for the applicable Software. Such EOS/EOL policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Sysdig's reasonable discretion.

7. CUSTOMER SUPPORT CENTER CONTACT

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

(i) **Telephone:**

- **USA Toll Free:** 1-888-4-SYSDIG (+1-888-479-7344)
- **USA Regular:** +1-415-855-4DIG (+1-415-855-4344)
- **UK Toll Free:** +44-808-168-9DIG (+44-808-168-9344)
- **UK Regular:** +44-20-8049-7800
- Sysdig is in the process of phasing out telephone-based Support Services.

(ii) **Live Text-Based Support Services:**

- 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.

8. 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 phone, email, or portal. Sysdig shall respond to such 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.

	Description	Standard Support Services	Premium Support Services
Priority 1 (Critical)	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. 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.	Response Time	Response Times
		Standard: Within 4 hours.	Premium: Within 30 minutes.
Priority 2 (Serious)	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. Sysdig will promptly: (i) assign a specialist to correct the Error; and (ii) provide additional escalated Support Services as determined necessary by Sysdig.	Response Time	Response Time
		Standard: Within 8 hours.	Premium: Within 2 hours.



Priority 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: Next business day.	Premium: Within 4 hours.
Priority 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 priority 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

